

AIA[®] Document A133[®] – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 20th day of March in the year 2025, is incorporated into the accompanying AIA Document A133[™]–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor (as modified) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of February in the year 2025 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

Amend Park Recreation Campus – Courts
5101 King Ave E, Billings, MT 59101

THE OWNER:
(Name, legal status, and address)

City of Billings
210 North 27th St
Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Langlas & Associates, Inc.
2685 Gabel Road, Billings, MT 59102

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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price for Bid Package #1. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201[™]–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Eight Hundred Ninety Four Thousand Seven Hundred Sixty Eight Dollars and Eighty One Cents (\$ 3,894,768.81.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price.** Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment .)

See Exhibit A1 – Bid Package #1 – GMP Summary, dated 3/18/25, 1 page

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates , if any, included in the Guaranteed Maximum Price:

| Item | Price |
|------|-------|
| N/A | |

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement .

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|--|-------------|--|
| Alternate #1 – Sand Blasted Concrete Sidewalks | \$11,429.22 | Accepted by June 16 th , 2025 |

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

| Item | Units and Limitations | Price per Unit (\$0.00) |
|---|-----------------------|-------------------------|
| Rammed Aggregate Pier - Added Pier | Each | \$504.00 |
| Rammed Aggregate Pier – Deducted Pier | Each | \$312.00 |
| Rammed Aggregate Pier – Casing Mobilization | Each | \$5,897.00 |
| Rammed Aggregate Pier – Casing per Pier | Each | \$161.00 |
| Rammed Aggregate Pier – Remobilization | Each | \$5,361.00 |

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be :

(Check one of the following boxes.)

The date of execution of this Amendment.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

3/31/2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

Init.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

Not later than () calendar days from the date of commencement of the Work.

By the following date: 6/11/2026

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | |

§ A.2.3.2.a If Construction Manager is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of Owner or Architect, of an employee or consultant of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with the Contract Documents or other causes beyond Construction Manager's control; (4) by delay authorized by Owner pending mediation and binding dispute resolution; or (5) by other causes that Construction Manager asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, and the Contract Sum shall be adjusted in accordance with the Contract Documents. An event beyond Construction Manager's control for which it shall be entitled to additional Contract Time and Contract Sum specifically includes delays and increased costs that may result from or arise out of a pandemic (such as the COVID-19 pandemic), including but not limited to, availability of labor, disruptions in supply chains, availability of materials, restrictions on worksites and unforeseen changes in work flow, and increased costs due to administration, monitoring, and accommodations for jobsite safety. The delays discussed in this provision shall be referred to as "Unavoidable Delay", and the cost increases discussed in this provision shall be referred to as "Unavoidable Cost Escalation". Unavoidable Delays and Unavoidable Cost Escalations may not include delays or cost increases that could reasonably have been foreseen by Construction Manager at the time of the execution of this GMP Amendment, Exhibit A.

§ A.2.3.2.b If Construction Manager determines that an Unavoidable Delay and/or Unavoidable Cost Escalation has or is about to occur, it shall provide Owner with written notice of the same and provide a reasonably accurate assessment of the impacts, if any, caused by the Unavoidable Delay and/or Unavoidable Cost Escalation. As soon as is reasonably practicable but not later than fourteen (14) calendar days following the Construction Manager's discovery of the Unavoidable Delay and/or Unavoidable Cost Escalation, Construction Manager shall provide to Owner a proposed Change Order reflecting the impact on the Contract Time and Contract Sum resulting from the Unavoidable Delay and/or Unavoidable Cost Escalation. Owner shall review the proposed Change Order submitted by Construction Manager and respond to it within fourteen (14) calendar days. The parties will attempt to reach a mutually acceptable agreement on a Change Order reflecting the impact of the Unavoidable Delay and/or Unavoidable Cost Escalation. If the parties reach agreement on a Change Order, they will execute the Change Order in accordance with the Contract Documents. If Owner and Construction Manager cannot reach agreement on a Change Order, they shall thereafter have twenty-one (21) calendar days within which to assert a Claim under A201 Article 15. While that Claim is being resolved, at Owner's written election, Construction Manager shall proceed with Work on a time and materials, plus fee, basis, and Owner shall make payments to Construction Manager in accordance with the Contract Documents.

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

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ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

| Document | Title | Date | Pages |
|----------|-------|------|-------|
| N/A | | | |

§ A.3.1.2 The following Specifications :
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Amend Park Recreation Campus Project Manual

| Section | Title | Date | Pages |
|---------|--|-----------|-------|
| N/A | Amend Park Recreation Campus 100% Construction Bid Package #1 – Ditch, PEMB, Piers – Volume 1 of 1 | 2/21/2025 | 205 |

§ A.3.1.3 The following Drawings :
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

| Number | Title | Date |
|--------|---|-----------|
| 24194 | Amend Park Recreation Campus – Irrigation Ditch, by A&E Design, 29 pages | 2/21/2025 |

§ A.3.1.4 The Sustainability Plan , if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

| Title | Date | Pages |
|-------|------|-------|
| N/A | | |

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

| Item | Price |
|-------------------|-----------|
| Winter Conditions | \$150,000 |
| Temporary Fencing | \$39,600 |

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

GMP includes the preconstruction fee for the Pre-Engineered Metal Building Supplier/Erector selected from submissions from the Request for Qualifications and Proposals. N/A

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Addendum #1, dated 3/4/25, 127 pages
Addendum #2, dated 3/6/2025, 6 pages
Addendum #3, dated 3/12/2025, 7 pages

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

Delegated Design and installation of Rammed Aggregate Piers as selected by bids for Package 2A – Deep Foundations by Specialty Foundations Systems
Complete installation of Site Work to included ditch relocation, grading, paving, exterior concrete, utilities, building excavation & backfill, existing irrigation repair as selected by bids for Package 2B – Site Work & Ditch Relocation by Weave Construction.
Preconstruction and Delegated Design for Pre-Engineered Metal Building supply as selected by Requests for Qualifications & Proposal for Package 5A – Pre-Engineered Metal Building Supply & Erection by TrueNorth Steel. Subcontractors and suppliers as necessary to complete the bid scope in Bid Package #1.

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

Brad Sinclair President – Eastern District
Langlas & Associates, Inc.

(Printed name and title)

Init.
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Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 13:03:53 MT on 03/21/2025.

PAGE 1

This Amendment dated the 20th day of March in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor (as modified) where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 3rd day of February in the year 2025 (the “Agreement”)

...

~~(Name and address or location)~~location

...

Amend Park Recreation Campus – Courts
5101 King Ave E, Billings, MT 59101

...

City of Billings
210 North 27th St
Billings, MT 59101
P.O. Box 1178
Billings, MT 59103

...

Langlas & Associates, Inc.
2685 Gabel Road, Billings, MT 59102

...

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum ~~Price~~Price for Bid Package #1. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Three Million Eight Hundred Ninety Four Thousand Seven Hundred Sixty Eight Dollars and Eighty One Cents (\$ 3,894,768.81.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

...

(Provide itemized statement below or reference an ~~attachment~~ attachment.)

...

See Exhibit A1 – Bid Package #1 – GMP Summary, dated 3/18/25, 1 page

...

§ A.1.1.5.1 ~~Alternates~~, Alternates, if any, included in the Guaranteed Maximum Price:

...

N/A

...

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the ~~Agreement~~ Agreement.

...

| | | |
|---|--------------------|---|
| <u>Alternate #1 – Sand Blasted Concrete Sidewalks</u> | <u>\$11,429.22</u> | <u>Accepted by June 16th, 2025</u> |
|---|--------------------|---|

...

| | | |
|--|-------------|-------------------|
| <u>Rammed Aggregate Pier - Added Pier</u> | <u>Each</u> | <u>\$504.00</u> |
| <u>Rammed Aggregate Pier – Deducted Pier</u> | <u>Each</u> | <u>\$312.00</u> |
| <u>Rammed Aggregate Pier – Casing Mobilization</u> | <u>Each</u> | <u>\$5,897.00</u> |
| <u>Rammed Aggregate Pier – Casing per Pier</u> | <u>Each</u> | <u>\$161.00</u> |
| <u>Rammed Aggregate Pier – Remobilization</u> | <u>Each</u> | <u>\$5,361.00</u> |

...

§ A.2.1 The date of commencement of the Work shall ~~be~~ be :

...

Established as follows:

...

3/31/2025

PAGE 3

By the following date: 6/11/2026

...

N/A

...

§ A.2.3.2.a If Construction Manager is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of Owner or Architect, of an employee or consultant of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with the Contract Documents or other causes beyond Construction Manager's control; (4) by delay authorized by Owner pending mediation and binding dispute resolution; or (5) by other causes that Construction Manager asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, and the Contract Sum shall be adjusted in accordance with the Contract Documents. An event beyond Construction Manager's control for which it shall be entitled to additional Contract Time and Contract Sum specifically includes delays and increased costs that may result from or arise out of a pandemic (such as the COVID-19 pandemic), including but not limited to, availability of labor, disruptions in supply chains, availability of materials, restrictions on worksites and unforeseen changes in work flow, and increased costs due to administration, monitoring, and accommodations for jobsite safety. The delays discussed in this provision shall be referred to as "Unavoidable Delay", and the cost increases discussed in this provision shall be referred to as "Unavoidable Cost Escalation". Unavoidable Delays and Unavoidable Cost Escalations may not include delays or cost increases that could reasonably have been foreseen by Construction Manager at the time of the execution of this GMP Amendment, Exhibit A.

...

§ A.2.3.2.b If Construction Manager determines that an Unavoidable Delay and/or Unavoidable Cost Escalation has or is about to occur, it shall provide Owner with written notice of the same and provide a reasonably accurate assessment of the impacts, if any, caused by the Unavoidable Delay and/or Unavoidable Cost Escalation. As soon as is reasonably practicable but not later than fourteen (14) calendar days following the Construction Manager's discovery of the Unavoidable Delay and/or Unavoidable Cost Escalation, Construction Manager shall provide to Owner a proposed Change Order reflecting the impact on the Contract Time and Contract Sum resulting from the Unavoidable Delay and/or Unavoidable Cost Escalation. Owner shall review the proposed Change Order submitted by Construction Manager and respond to it within fourteen (14) calendar days. The parties will attempt to reach a mutually acceptable agreement on a Change Order reflecting the impact of the Unavoidable Delay and/or Unavoidable Cost Escalation. If the parties reach agreement on a Change Order, they will execute the Change Order in accordance with the Contract Documents. If Owner and Construction Manager cannot reach agreement on a Change Order, they shall thereafter have twenty-one (21) calendar days within which to assert a Claim under A201 Article 15. While that Claim is being resolved, at Owner's written election, Construction Manager shall proceed with Work on a time and materials, plus fee, basis, and Owner shall make payments to Construction Manager in accordance with the Contract Documents.

PAGE 4

N/A

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§ A.3.1.2 The following ~~Specifications~~:Specifications :

...

Amend Park Recreation Campus Project Manual

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| | | | |
|------------|------------------------------|------------------|------------|
| <u>N/A</u> | <u>Amend Park Recreation</u> | <u>2/21/2025</u> | <u>205</u> |
| | <u>Campus 100%</u> | | |
| | <u>Construction Bid</u> | | |
| | <u>Package #1 – Ditch,</u> | | |
| | <u>PEMB, Piers – Volume</u> | | |
| | <u>1 of 1</u> | | |

...

§ A.3.1.3 The following ~~Drawings:~~Drawings :

...

| | | |
|--------------|---|------------------|
| <u>24194</u> | <u>Amend Park Recreation Campus – Irrigation Ditch, by A&E Design, 29 pages</u> | <u>2/21/2025</u> |
|--------------|---|------------------|

...

§ A.3.1.4 The Sustainability ~~Plan,~~Plan, if any:

...

N/A

...

| | |
|--------------------------|------------------|
| <u>Winter Conditions</u> | <u>\$150,000</u> |
| <u>Temporary Fencing</u> | <u>\$39,600</u> |

...

GMP includes the preconstruction fee for the Pre-Engineered Metal Building Supplier/Erector selected from submissions from the Request for Qualifications and Proposals. N/A

PAGE 5

Addendum #1, dated 3/4/25, 127 pages

Addendum #2, dated 3/6/2025, 6 pages

Addendum #3, dated 3/12/2025, 7 pages

...

Delegated Design and installation of Rammed Aggregate Piers as selected by bids for Package 2A – Deep Foundations by Specialty Foundations Systems
Complete installation of Site Work to included ditch relocation, grading, paving, exterior concrete, utilities, building excavation & backfill, existing irrigation repair as selected by bids for Package 2B – Site Work & Ditch Relocation by Weave Construction.

Preconstruction and Delegated Design for Pre-Engineered Metal Building supply as selected by Requests for Qualifications & Proposal for Package 5A – Pre-Engineered Metal Building Supply & Erection by TrueNorth Steel. Subcontractors and suppliers as necessary to complete the bid scope in Bid Package #1.

...

Brad Sinclair President – Eastern District
Langlas & Associates, Inc.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Brad Sinclair, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 13:03:53 MT on 03/21/2025 under Order No. 2114476955 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)