

# W.O. 19-12, West End Reservoir Project

## Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager (GC/CM)

### Change Order No. 8

OWNER: City of Billings

CONTRACTOR: Dick Anderson Construction, LLC

DATE: March 23, 2026

In accordance with the terms of this Contract, the following changes are approved:

#### CHANGE IN CONTRACT PRICE:

Original Contract Price:	\$153,211.35
Net Increase from Previous Change Orders:	\$25,189,071.28
Contract Price Prior to this Change Order:	\$25,342,282.63
<b>Net Increase of this Change Order:</b>	<b>\$19,379,564.21</b>
Contract Price with all Approved Change Orders:	\$44,721,846.84

#### CHANGE IN CONTRACT TIME:

Original Contract Time:	N/A
Net Change from Previous Change Orders:	577 (CO#2 only)
Contract Time Prior to this Change Order:	577 (CO#2 only)
Net Increase of this Change Order:	518 (CO#8 only)
Contract Time with all Approved Change Orders:	577 (CO#2) 518 (CO#8)

#### DESCRIPTION:

Dick Anderson Construction is directed to make the following changes in the Contract Documents:

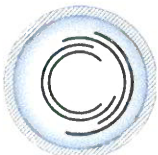
- Complete earthwork to construct embankments for two reservoir cells, perform excavation to remove overburden and shale to each cell bottom, fill and grade around each cell embankment exterior, and perform other miscellaneous material hauling. (\$19,379,564.21 increase).

#### REASON FOR CHANGE ORDER:

It is in the City's best interest to begin earthwork as soon as possible ahead of evaluating the forthcoming 60% GMP for the remainder of the work (e.g., concrete structures, interior pipelines, cut-off wall). The current project work schedule estimates the West End Water Treatment Plant to be complete in early 2027. If earthwork can begin this spring, the reservoir project schedule indicates that both cells can be complete by mid-2028. The earthwork subcontractor (Martin Construction) will be authorized to begin work on only the north reservoir cell. Pending the overall cost of and project team evaluation of Dick Anderson's forthcoming 60% GMP for the remainder of the reservoir project, work on the south reservoir cell may be removed from the contract by future a change order.

#### ATTACHMENTS:

- W.O. 19-12 Billings West End Reservoir – Earthwork, Change Order No. 8 (2pp., 2/27/26)



In consideration of the terms and performance contained herein, or attached and incorporated herein, the Owner and Contractor also agree to the following modifications to the Standard Agreement and General Conditions Between Owner and General Contractor/Construction Manager dated December 13, 2023:

1. ARTICLE 2 GENERAL PROVISIONS, Section 2.6 DEFINITIONS, 2.6.1.1. Add the following to the list of exhibits that are part of this Agreement:
  - EXHIBIT P: W.O. 19-12 Billings West End Reservoir – Earthwork, Change Order No. 8 (5pp., 2/27/26)
2. ARTICLE 3 GC/CM's RESPONSIBILITIES, Section 3.4 GUARANTEED MAXIMUM PRICE (GMP). Add the following:
  - 3.4.1 Allowances included in the GMP and described in EXHIBIT B shall include the costs of materials, supplies, and equipment delivered to the Worksite less applicable trade discounts and including requisite taxes, unloading and handling at the Worksite, and labor and installation, unless specifically stated otherwise. GC/CM overhead and profit for the allowances shall be included in the GMP, but not in the allowances. The GMP shall be adjusted by Change Order to reflect the actual costs when they are greater than or less than the allowances.
  - 3.4.2 All savings in the Cost of the Work, Indirect Costs (including General Conditions Costs) and GC/CM Contingency resulting in a lower actual project cost than the GMP will be shared between GC/CM and Billings with 20% of such savings to the GC/CM and 80% to Billings. All unused allowances (EXHIBIT B) will revert to Billings.
3. ARTICLE 16 SCOPE OF WORK, Add the following:
  - 16.10 SCOPE OF WORK – CHANGE ORDER NO. 8. Pursuant to Section 3.4 and ARTICLE 7, the Owner and CG/CM desire to establish an additional Guaranteed Maximum Price (GMP) for performance of the portion of Work in accordance with the exhibits listed below, which are part of this Agreement:
    - a) EXHIBIT P: W.O. 19-12 Billings West End Reservoir – Earthmoving, Change Order No. 8 (5pp., 2/27/26)

The said Contract as hereby amended shall remain in full force and effect.



IN WITNESS WHEREOF the said Parties have caused this agreement to be executed as of the day and year signed below.

GENERAL CONTRACTOR/CONSTRUCTION MANAGER

Name: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

CITY OF BILLINGS, MONTANA

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

END OF DOCUMENT.





EXHIBIT P

2/27/2026

W.O. 19-12 BILLINGS WEST END RESERVOIR  
EARTHWORK

Budget Item	Description	Budget Quantity	Units	Unit Price	Budget Total	Note:
100	EARTHWORK SCHEDULE 1	1.00	LS	\$ 8,656,536.16	\$ 8,656,536.16	NORTH CELL EARTHWORK PACKAGE 9 MONTH DURATION
200	EARTHWORK SCHEDULE 2	1.00	LS	\$ 6,753,061.61	\$ 6,753,061.61	SOUTH CELL EARTHWORK PACKAGE 8 MONTH DURATION
	DIRECT COST OF WORK				\$ 15,409,597.77	GENERAL NOTES: BUDGET PER BID PACKAGE RECEIVED 2/24/26

TOTALS

Item	Description	Total	Note:
	DIRECT COST OF THE WORK	\$ 15,409,597.77	See above and Direct Cost of the Work Sheet for breakout.
	GC/CM GENERAL CONDITIONS	20 MONTHS \$ 73,500.00	\$ 1,470,000.00 3 months added to earthwork contract to cover 2026-2027 winter shutdown.
	GC/CM FEE	7.95% \$ 15,409,597.77	\$ 1,225,063.02 Construction Fee of 7.95% to be applied to the Direct Cost of the Work.
	BOND + 2-yr Warranty	1.00% \$ 18,104,660.79	\$ 181,046.61 Bond & 2-year Warranty, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.
	INSURANCE	1.25% \$ 18,104,660.79	\$ 226,308.26 Insurance, to be applied to the Direct Cost of the Work, Construction Fee, and General Conditions Cost.
	GROSS RECEIPTS TAX	1.00% \$ 18,512,015.66	\$ 185,120.16 Montana Gross Receipt Tax of 1% applied to Direct Cost, General Condition, Construction Fee, Bond, and Insurance.
	CONTINGENCY - GC/CM	2.50 \$ 18,697,125.82	\$ 467,428.40 A fund to cover cost growth during the project used at the discretion of the GC/CM usually for costs that result from project circumstances. Including the risk associated with varying shale depth, quantity of unsuitable material, shrink/swell factor, and aid in excessive dewatering.
	ALLOWANCE	1.00 LS \$ 18,697,135.82	\$ 215,000.00 Allowances are risk items that City takes responsibility for. All remaining budget is owned by the city. Allowance is used to cover the procurement of materials that will be in the embankment in the event the GMP is not completed in time to have the material ordered and meet the earthwork contractor's schedule.
	TOTAL GC/CM GMP	\$ 19,379,564.21	



2/27/2026

## W.O. 19-12 BILLINGS WEST END RESERVOIR EARTHWORK BID RESULTS

CONTRACTOR	Description	BUDGET TOTAL	DURATION (MONTHS)
MARTIN CONSTRUCTION INC	EARTHWORK SCHEDULE 1	\$ 8,656,536.16	9
	EARTHWORK SCHEDULE 2	\$ 6,753,061.61	8
	<b>EARTHWORK TOTAL</b>	<b>\$ 15,409,597.77</b>	<b>17</b>
WICKENS CONSTRUCTION INC	EARTHWORK SCHEDULE 1	\$ 9,947,544.20	7.9
	EARTHWORK SCHEDULE 2	\$ 6,896,319.00	6.9
	<b>EARTHWORK TOTAL</b>	<b>\$ 16,843,863.20</b>	<b>14.1</b>
STILLWATER EXCAVATING	EARTHWORK SCHEDULE 1	-	-
	EARTHWORK SCHEDULE 2	\$ 9,079,654.00	9
	<b>EARTHWORK TOTAL</b>	<b>\$ 9,079,654.00</b>	<b>9</b>
CK MAY EXCAVATING	EARTHWORK SCHEDULE 1	\$ 10,181,720.00	15
	EARTHWORK SCHEDULE 2	\$ 6,961,175.00	10
	<b>EARTHWORK TOTAL</b>	<b>\$ 17,142,895.00</b>	<b>15</b>
COP CONSTRUCTION	EARTHWORK SCHEDULE 1	\$ 16,222,964.00	15
	EARTHWORK SCHEDULE 2	\$ 15,758,518.00	15
	<b>EARTHWORK TOTAL</b>	<b>\$ 31,981,482.00</b>	<b>26</b>
KNIFE RIVER	EARTHWORK SCHEDULE 1	\$ 13,462,145.00	24
	EARTHWORK SCHEDULE 2	\$ 14,621,415.00	24
	<b>EARTHWORK TOTAL</b>	<b>\$ 28,083,560.00</b>	<b>32</b>
DANNES INC	EARTHWORK SCHEDULE 1	\$ 13,482,000.00	27
	EARTHWORK SCHEDULE 2	\$ 8,850,600.00	18
	<b>EARTHWORK TOTAL</b>	<b>\$ 22,332,600.00</b>	<b>30</b>
DRM INC.	EARTHWORK SCHEDULE 1	\$ 9,194,853.50	11
	EARTHWORK SCHEDULE 2	\$ 7,990,033.00	8.5
	<b>EARTHWORK TOTAL</b>	<b>\$ 17,184,886.50</b>	<b>19</b>