

RESOLUTION NO. 4423

A RESOLUTION APPROVING A GUARANTEED MAXIMUM PRICE AMENDMENT BETWEEN THE CITY OF MILES CITY AND HARDY CONSTRUCTION FOR RENOVATION OF THE CITY POLICE DEPARTMENT BUILDING.

WHEREAS, the City of Miles City has engaged the services of Hardy Construction of Billings Montana for renovation of the new police department building;

AND WHEREAS, the City and Hardy Construction have agreed to a maximum price for said renovation project, and have reduced the same to writing;

NOW THEREFORE, IT IS RESOLVED BY THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA AS FOLLOWS:

1. The "Guaranteed Maximum Price Amendment" to the City's agreement with Hardy Construction for renovations, attached hereto as Exhibit "A," and made a part hereof, is hereby approved and adopted by this council.
2. The Mayor of the City of Miles City is hereby empowered and authorized to execute said agreement on behalf of the City of Miles City, and bind the City of Miles City thereto.
3. The Mayor of the City of Miles City is hereby empowered and authorized to execute such further documents as may become necessary to carry out the terms of said agreement.

SAID RESOLUTION FINALLY PASSED AND ADOPTED BY A DULY CONSTITUTED QUORUM OF THE CITY COUNCIL OF THE CITY OF MILES CITY, MONTANA, THIS 10TH DAY OF AUGUST, 2021.



John Hollowell, Mayor

ATTEST:



City Clerk

AIA[®] Document A133™ – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the Thirtieth day of July in the year Two Thousand Twenty-One, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the First day of April in the year Two Thousand Twenty-One (the “Agreement”)
(In words, indicate day, month, and year.)

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

Miles City Police Department
Miles City, Montana

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

City of Miles City
17 South 8th Street
Miles City MT 59301

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

Hardy Construction
420 N. 25th Street
Billings MT 59101

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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. 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.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed One Million One Hundred and Sixty-Eight Thousand Six Hundred Seventy-Four Dollars and Zero Cents (\$ 1168674.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

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.1.1.2 **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 Attachment A - Schedule of Values

§ 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
Not applicable	

§ 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
Not applicable		

§ 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)
Not applicable		

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.)

August 09, 2021

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.

§ 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.

Init.

[X] By the following date: November 19, 2021.

§ 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
Not applicable	

§ 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.

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
Already included in specifications and/or Agreement			

§ A.3.1.2 The following Specifications:

(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages
All Sections	All Titles	June 02, 2021	All Pages

§ A.3.1.3 The following Drawings:

(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date
All Numbers	All Titles	June 02, 2021; revised on July 16, 2021

(Paragraphs Deleted)

(Table Deleted)

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:

(Identify each allowance.)

Item	Price
See Attachment A - Schedule of Values	

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

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(Identify each assumption and clarification.)

See Attachment A - Schedule of Values

§ 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.)

Bid Addendum No. 1 dated June 11, 2021,
Bid Addendum No. 2 dated June 4, 2021, and
Architect's Supplemental Instruction No. 001 dated July 16, 2021.

(Paragraph Deleted)

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

(Paragraph Deleted)

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

(Paragraph Deleted)

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

Not applicable

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

DocuSigned by:

John Hollowell

OWNER (Signature)

John Hollowell, Mayor
(Printed name and title)

Jason Arrowsmith

CONSTRUCTION MANAGER (Signature)

Jason Arrowsmith, President
(Printed name and title)

Digitally signed by Jason Arrowsmith
DN: cn=Jason Arrowsmith, o=Arrowsmith Construction Co., c=US
Reason: I agree to the terms outlined by the placement of my signature on this document.
Date: 2021.08.02 13:28:25-0700

Init.

HARDY CONSTRUCTION CO.

SCHEDULE OF VALUES

**Miles City Police Department
Remodel
Attachment A
GMP - 7.30.21**

	TOTAL
1 GENERAL CONDITIONS	\$72,217
2 SUPERVISION	\$55,185
3 TEMPORARY EVIDENCE STORAGE AREA	\$7,781
4 INTERIOR DEMOLITION (REVISED ESTIMATE)	\$59,044
5 SUBFLOOR REPLACEMENT ALLOWANCE	\$2,500
6 TREE REMOVAL	\$5,000
7 SITEWORK / WATERLINE / CONCRETE	\$84,151
8 STRUCTURAL MODS. / MASONRY REPAIRS (ALLOWANCE REMAINING AFTER ASI#1)	\$1,530
9 HANDRAILS	\$12,157
10 INTERIOR WALL FRAMING	\$53,000
11 CASEWORK / COUNTERTOPS	\$41,817
12 CARPENTRY (INCL. STRUCTURAL REFRAMING)	\$70,028
13 INSULATION	\$7,977
14 DOORS AND HARDWARE	\$24,007
15 ALUMINUM WINDOWS	\$27,565
16 WOOD CLAD WINDOWS	\$24,159
17 DRYWALL	\$64,000
18 RESILIENT FLOORING	\$39,669
19 PORCELAIN TILE (ALL ELIM. BY V.E.)	\$0
20 ACOUSTIC CEILINGS	\$22,308
21 PAINTING	\$19,057
22 SPECIALTIES	\$7,343
23 FIRE SUPPRESSION (PREVIOUSLY RELEASED)	\$34,540
24 PLUMBING	\$78,100
25 HVAC / CONTROLS	\$113,900
26 ELECTRICAL	\$95,913
27 PROJECT CONTINGENCY - 6.5% +/-	\$63,093
28 CONTRACTOR FEE - 5.5%	\$60,031
29 CONTRACTOR'S BONDS	\$8,475
30 MONTANA GROSS RECEIPTS TAX	\$8,700
31 BUILDING PERMIT / PLAN REVIEW FEE / DEQ DEMO. PERMIT	\$5,428
	\$1,168,674

HARDY CONSTRUCTION CO.

SCHEDULE OF VALUES

Miles City Police Department
Remodel
Attachment A
GMP - 7.30.21

INCLUSIONS/EXCLUSIONS/CLARIFICATIONS:

1	GMP does not include any costs for hazardous materials testing, abatement, or removal. If suspect materials are found during construction, costs to test and abate (if necessary) shall be borne by the City.
2	Sitework includes only the following: new 6" water line into the building, removal of trees and shrubs along E and S sides of building to accommodate new stairs, new main entrance stair / ramp, secondary set of stairs on S side of building, and removal of bollards along alley. No other sitework has been included.
3	GMP includes Montana Prevailing Wages and 1% Gross Receipts Tax.
4	GMP includes fire suppression in the basement only. Current condition of the city water system may not be sufficient to provide adequate coverage for even the basement.
5	GMP is based on SDI / Simplicity drawings and specifications dated 6/2/21, and subsequent Bid Addenda #1 & 2.
6	Frames #120 and #150 are scheduled to receive a built-in factory seal. We have included a seal applied after installation to improve leadtime/schedule.
7	Window blinds or shades not included.
8	GMP includes door #116A, which is shown on the floor plan but not included in the door schedule (assumed hollow metal with standard hardware).
9	GMP includes a \$2,500 allowance to replace existing subfloor as determined by the Architect after demolition is complete.
10	With the exception of new doors and windows as shown and scheduled (and infills of window openings being abandoned), no other costs have been included for repairs or improvements to the building façade.
11	GMP does not include costs for Builder's Risk coverage. Building and on-site materials will be covered by City's MMIA policy during the course of construction.
12	Includes rough-in only for tele/data and permanent security systems. System installation, including all equipment, wiring, and service hookup will be by the City.
13	GMP incorporates previously submitted and approved pricing for fire suppression and temp. evidence storage upstairs (incl. security system and fencing). Previously approved interior demolition estimate has been revised down based on work complete to-date
14	GMP includes costs to modify existing stair down to basement to accommodate a 48" landing. Does not include any new concrete work.
15	GMP does not include any soft costs (design costs, land costs, etc.) or system development fees.
16	GMP does not include any of the City's FF&E.
17	GMP incorporates all Value Engineering items shown in Attachment B and approved by the City. Items approved but not yet finalized (Evidence Storage Room, LVT change, Arch top windows) will be added to Project Contingency later.
18	Structural modifications shown in ASI#1 are included in GMP. No other costs (Add of Deduct) from ASI#1 are included. They will be added to (or deducted from) Project Contingency when pricing is finalized.
19	Wood clad windows are included in Pella's Lifestyle series.

**Miles City Police Department
Remodel
Attachment B**

Potential VE Items	TOTAL
Change from wood-framed walls to steel-framed walls	(\$2,660)
<i>Existing windows as-is vs. vinyl windows vs. clad wood windows as specified</i>	
Add second story window on e. side	\$2,284
<i>Change arched windows to rectangular (H-L-J-K)</i>	
Painted walls in all restrooms	
Change to LVT floors in all restrooms	(\$6,259)
Change to cheaper LVT	
<i>Change to cheaper carpet</i>	
<i>Steel framed on wood framed ramp/stairs vs. concrete as specified for exterior ramp/stairs</i>	
Cabinets/Counters_106 OFFICE MANAGER: change to built-in counter only	(\$1,072)
Cabinets/Counters_108 TRAINING: change to built-in counter only	(\$359)
Cabinets/Counters_106 CLOSET: change to white melamine vs. plastic laminate	(\$404)
<i>Cabinets/Counters_111 ARMORY: owner-provided furniture vs. built-in desk as specified</i>	
<i>Cabinets/Counters_113 BREAK: less cabinets/countertops vs. cabinets/countertops as specified</i>	
<i>Cabinets/Counters_120 OFFICERS: less cabinets/countertops vs. cabinets/countertops as specified</i>	
<i>Cabinets/Counters: plastic laminate counter top edges vs. 1-lock solid surface edges as specified</i>	
<i>Change main entry to hollow metal door/frame vs. aluminum entry system as specified</i>	
<i>Change to hollow metal doors vs. wood doors as specified</i>	
<i>Delete evidence locker, but frame in/prep for future</i>	
Delete staff lockers	(\$3,855)
Leave SW entry/window setup as-is	
Evidence area is 60% larger and more efficient than VA setup ... possible to lose some SF?	
Evidence area to be broken up into two spaces	
Shrink future 'public lobby' space near elevator by shifting 116A IT/ELEC to the east?	
Delete BR panels up 6' at n. wall of 106 OFFICE MANAGER	(\$3,191)
<i>Plumbing: delete shower and rough-in for future</i>	
<i>Plumbing: delete electric water cooler and owner's provided Culligan or similar in lobby?</i>	
<i>HVAC: drop down to one reused furnace to heat the basement</i>	
<i>HVAC: drop down to one new furnace to heat the second floor</i>	
<i>HVAC: drop down to one reused furnace to heat the basement</i>	
<i>HVAC: reuse existing furnaces to heat MCPD and go to gas unit heaters in the basement</i>	
<i>Electrical: if still possible, reuse existing lights wherever we can</i>	
Electrical_change to MC cabling	(\$8,617)
Electrical_delete USB outlets	(\$624)
	Total Savings = (\$24,757)