



STANDARD FORM OF AGREEMENT BETWEEN OWNER AND DESIGN- BUILDER - COST PLUS FEE WITH AN OPTION FOR A GUARANTEED MAXIMUM PRICE

Document No. 530

Second Edition 2010

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Washington, DC



Design-Build Institute of America -

Contract Documents

LICENSE AGREEMENT

By using the DBIA Contract Documents, you agree to and are bound by the terms of this License Agreement.

1. **License.** The Design-Build Institute of America ("DBIA") provides DBIA Contract Documents and licenses their use worldwide. You acknowledge that DBIA Contract Documents are protected by the copyright laws of the United States. You have a limited nonexclusive license to: (a) Use DBIA Contract Documents on any number of machines owned, leased or rented by your company or organization; (b) Use DBIA Contract Documents in printed form for bona fide contract purposes; and (c) Copy DBIA Contract Documents into any machine-readable or printed form for backup or modification purposes in support of your permitted use.
2. **User Responsibility.** You assume sole responsibility for the selection of specific documents or portions thereof to achieve your intended results, and for the installation, use, and results obtained from the DBIA Contract Documents. You acknowledge that you understand that the text of the DBIA Contract Documents has important legal consequences and that consultation with an attorney is recommended with respect to use or modification of the text. You will not represent that any of the contract documents you generate from DBIA Contract Documents are DBIA documents unless (a) the document text is used without alteration or (b) all additions and changes to, and deletions from, the text are clearly shown.
3. **Copies.** You may not use, copy, modify, or transfer DBIA Contract Documents, or any copy, modification or merged portion, in whole or in part, except as expressly provided for in this license. Reproduction of DBIA Contract Documents in printed or machine-readable format for resale or educational purposes is expressly prohibited. You will reproduce and include DBIA's copyright notice on any printed or machine-readable copy, modification, or portion merged into another document or program.
4. **Transfers.** You may not transfer possession of any copy, modification or merged portion of DBIA Contract Documents to another party, except that a party with whom you are contracting may receive and use such transferred material solely for purposes of its contract with you. You may not sublicense, assign, or transfer this license except as expressly provided in this Agreement, and any attempt to do so is void.
5. **Term.** The license is effective for one year from the date of purchase. DBIA may elect to terminate it earlier, by written notice to you, if you fail to comply with any term or condition of this Agreement.
6. **Limited Warranty.** DBIA warrants the electronic files or other media by which DBIA Contract Documents are furnished to be free from defects in materials and workmanship under normal use during the Term. There is no other warranty of any kind, expressed or implied, including, but not limited to the implied warranties of merchantability and fitness for a particular purpose. Some states do not allow the exclusion of implied warranties, so the above exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state. DBIA does not warrant that the DBIA Contract Documents will meet your requirements or that the operation of DBIA Contract Documents will be uninterrupted or error free.
7. **Limitations of Remedies.** DBIA's entire liability and your exclusive remedy shall be: the replacement of any document not meeting DBIA's "Limited Warranty" which is returned to DBIA with a copy of your receipt, or at DBIA's election, your money will be refunded. In no event will DBIA be liable to you for any damages, including any lost profits, lost savings or other incidental or consequential damages arising out of the use or inability to use DBIA Contract Documents even if DBIA has been advised of the possibility of such damages, or for any claim by any other party. Some states do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you.
8. **Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.

INSTRUCTIONS

For DBIA Document No. 530 Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price (2010 Edition)

Checklist

Use this Checklist to ensure that the Agreement is fully completed and all exhibits are attached.

_____	Page 1	Owner's name, address and form of business
_____	Page 1	Design-Builder's name, address and form of business
_____	Page 1	Project name and address
_____	Section 2.1.3	Identify other exhibits to the Agreement
_____	Section 4.2	Note the optional provisions that are provided
_____	Section 4.3.2	Complete blanks for additional sum for use of Work Product
_____	Section 5.2.1	Complete blanks for calendar days and note the optional language that is provided
_____	Section 5.2.2	Insert any interim milestones (optional)
_____	Section 5.4	Complete blanks for liquidated damages and note the optional provisions that are provided
_____	Section 5.5	If the parties select the option provided they have to insert an amount
_____	Section 5.6	Complete blanks for early completion bonus and note the optional provision that is provided
_____	Section 5.7	Note the optional provisions that are provided
_____	Section 6.1.2	Insert basis for pricing preliminary services (optional)
_____	Section 6.2.1	Choose basis for Fee and complete blanks
_____	Section 6.2.2	Insert financial arrangements for adjustments and note optional provisions
_____	Section 6.3.3	Complete blanks for markup; insert or attach personnel names, etc.
_____	Section 6.3.4	Note the optional provision that is provided
_____	Section 6.4.4	Note the optional provision that is provided
_____	Section 6.6.1.1	Complete blanks for GMP, and note the optional provision that is provided
_____	Section 6.6.1.2	Complete blanks for Design-Builder's Contingency
_____	Section 6.6.3.1	Choose method for sharing savings; complete blanks
_____	Section 6.7.1	Note optional provision
_____	Section 7.1.1	Complete blanks for day of month
_____	Section 7.2.1	Complete blanks for retention percentage and note optional provision
_____	Section 7.2.2	Note the optional provision that is provided
_____	Section 7.4	Complete blanks for interest rate
_____	Section 8.1.3	Choose overhead/profit method for termination for convenience
_____	Section 8.2.1	Complete blanks for percentages
_____	Section 8.2.2	Complete blanks for percentages
_____	Section 9.1.1	Insert Owner's Senior Representative's name, etc. (optional)
_____	Section 9.1.2	Insert Owner's Representative's name, etc. (optional)
_____	Section 9.2.1	Insert Design-Builder's Senior Representative's name, etc. (optional)
_____	Section 9.2.2	Insert Design-Builder's Representative's name, etc. (optional)
_____	Section 10.1	Attach Insurance Exhibit
_____	Section 10.2	Insert amount and conditions of bonds or other security and note the options that are provided
_____	Section 11.1	Insert any other provisions (optional)
_____	Last Page	Owner's and Design-Builder's execution of the Agreement

General Instructions

No.	Subject	Instruction
1.	Standard Forms	Standard form contracts have long served an important function in the United States and international construction markets. The common purpose of these forms is to provide an economical and convenient way for parties to contract for design and construction services. As standard forms gain acceptance and are used with increased frequency, parties are able to enter into contracts with greater certainty as to their rights and responsibilities.
2.	DBIA Standard Form Contract Documents	Since its formation in 1993, the Design-Build Institute of America ("DBIA") has regularly evaluated the needs of owners, design-builders, and other parties to the design-build process in preparation for developing its own contract forms. Consistent with DBIA's mission of promulgating best design-build practices, DBIA believes that the design-build contract should reflect a balanced approach to risk that considers the legitimate interests of all parties to the design-build process. DBIA's Standard Form Contract Documents reflect a modern risk allocation approach, allocating each risk to the party best equipped to manage and minimize that risk, with the goal of promoting best design-build practices.
3.	Use of Non-DBIA Documents	To avoid inconsistencies among documents used for the same project, DBIA's Standard Form Contract Documents should not be used in conjunction with non-DBIA documents unless the non-DBIA documents are appropriately modified on the advice of legal counsel. Moreover, care should also be taken when using different editions of the DBIA Standard Form Documents on the same project to ensure consistency.
4.	Legal Consequences	DBIA Standard Form Contract Documents are legally binding contracts with important legal consequences. Contracting parties are advised and encouraged to seek legal counsel in completing or modifying these Documents.
5.	Reproduction	DBIA hereby grants to purchasers a limited license to reproduce its Documents consistent with the License Agreement accompanying these Documents. At least two original versions of the Agreement should be signed by the parties. Any other reproduction of DBIA Documents is strictly prohibited.
6.	Modifications	Effective contracting is accomplished when the parties give specific thought to their contracting goals and then tailor the contract to meet the unique needs of the project and the design-build team. For that reason, these Documents may require modification for various purposes including, for example, to comply with local codes and laws, or to add special terms. DBIA's latest revisions to its Documents provide the parties an opportunity to customize their contractual relationship by selecting various optional contract clauses that may better reflect the unique needs and risks associated with the project. Any modifications to these Documents should be initialed by the parties. At no time should a document be re-typed in its entirety. Re-creating the document violates copyright laws and destroys one of the advantages of standard forms-familiarity with the terms.
7.	Execution	It is good practice to execute two original copies of the Agreement. Only persons authorized to sign for the contracting parties may execute the Agreement.

Specific Instructions

Section	Title	Instruction
General	Purpose of This Agreement	DBIA Document No. 530 ("Agreement") should be used when the parties intend that Owner pay Design-Builder the Cost of the Work plus a Fee, with or without a Guaranteed Maximum Price ("GMP"). If there is uncertainty about Owner's Project Criteria, or the Project Criteria remain to be developed by Owner and Design-Builder together, a cost-plus/GMP contracting approach is desirable. If there is certainty as to Owner's Project Criteria, a lump sum fixed price for the completion of all design and construction services may be suitable, especially when the Owner procures Design-Builder's services by competitive means. In such case, DBIA Document No. 525 should be used.
General	Purpose of These Instructions	These Instructions are not part of this Agreement, but are provided to aid the parties in their understanding of the Agreement and in completing the Agreement.
General	Related Documents	This Agreement shall be used in conjunction with the General Conditions of Contract. Other related Contract Documents are listed in Article 2 of this Agreement.
General	Date	On Page 1, enter the date when both parties reach a final understanding. It is possible, due to logistical reasons, that the dates when the parties execute the Agreement may be different. Once both parties execute the Agreement, the effective date of the Agreement will be the date recorded on Page 1. This date does not, however, determine Contract Time, which is measured according to the terms of Article 5.
General	Parties: Owner and Design-Builder	On Page 1, enter the legal name and full address of Owner and Design-Builder, as well as the legal form of each entity, e.g., corporation, partnership, limited partnership, limited liability company, or other.
2.1.2	GMP Exhibit, GMP Proposal	If a GMP is established upon execution of this Agreement, the GMP Exhibit must be attached pursuant to Section 6.6.1.1. If a GMP is established after execution of this Agreement, the GMP Proposal must be attached pursuant to Section 6.6.2. Both the GMP Exhibit and GMP Proposal will include those Basis of Design Documents Design-Builder uses as the basis for its GMP.
2.1.5	Construction Documents	After execution of the Agreement, and consistent with the requirements of Section 2.4 of the General Conditions of Contract, Design-Builder will prepare Construction Documents, subject to Owner's review and approval.
3.2	Order of Precedence	The Contract Documents are listed in Section 2.1 in the order of their precedence. The GMP Exhibit and GMP Proposal are based on the Basis of Design Documents, which are comprised of various documents. The parties should strongly consider establishing the priority of the various documents comprising the GMP Exhibit or GMP Proposal to avoid disputes should discrepancies arise among the documents. Moreover, Section 2.1.3 recognizes that there may be other exhibits attached to this Agreement. If this is the case, the parties should discuss whether these exhibits should be part of the Basis of Design Documents. If these exhibits are not made part of the Basis of Design Documents, these exhibits will not take priority over the Basis of Design Documents in the event of a conflict.
3.3	Definitions	Terms, words and phrases used in the Agreement shall have the same meanings used in the General Conditions of Contract.
3.4	Design Specifications	The Owner is cautioned that if it includes design specifications in its Project Criteria there is case law holding that the Design-Builder is entitled to rely on such information, and to the extent such information is not accurate, the Design-Builder will be entitled to an adjustment in the Contract Price and/or Contract Time. Accordingly, the Owner to avoid such potential liability should consider using performance specifications.

Section	Title	Instruction
4.1	Work Product	This Agreement provides that the Design-Builder shall retain ownership of the Work Product it produces, but obligates Design-Builder to grant a limited license to Owner to use the Work Product according to the terms and circumstances described in Sections 4.2, 4.3, 4.4 and 4.5.
4.2	Owner's Limited License Upon Payment in Full	Design-Builder shall grant Owner, at Owner's sole risk, a limited license to use the Work Product at the completion of the Work in connection with Owner's occupation of the Project. This Section also provides the parties with the option of transferring ownership of some or all of the Work Product to the Owner upon payment in full for all Work performed. Generally, where the Owner desires ownership of Work Product, it is sufficient to transfer ownership of unique architectural and design elements.
4.3	Owner's Limited License Upon Owner's Termination for Convenience or Design-Builder's Election to Terminate	Owner should not use the Termination for Convenience Clause to obtain Design-Builder's valuable design concepts, and then seek lower bids from other design-builders. Therefore, where Owner terminates this Agreement for its convenience, and then decides to complete the Project with its own or third party forces, Design-Builder shall grant Owner the rights set forth in Section 4.2, provided Owner pays Design-Builder all amounts due Design-Builder as required by the Contract Documents, including paying Design-Builder an additional sum per Section 4.3.2 for the use of the Work Product. In the event Design-Builder elects to terminate this Agreement for cause, for reasons set forth in Section 11.4 of the General Conditions of Contract, these same conditions apply to Owner's use of the Work Product.
4.3.2	Additional Compensation	To minimize disputes, the parties should negotiate prior to the execution of the Agreement the amount Owner shall pay Design-Builder for the use of Design-Builder's Work Product in the event Owner terminates this Agreement for its convenience or Design-Builder elects to terminate this Agreement for cause. Enter this amount.
4.4	Owner's Limited License Upon Design-Builder's Default	If Design-Builder is properly terminated for default, Owner is granted a limited license to use the Work Product, to complete the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2.
4.5	Owner's Indemnification for Use of Work Product	Owner's use or alteration of the Work Product shall be at its sole risk, and Owner must agree to defend, indemnify and hold harmless Design-Builder and anyone working by or through Design-Builder, including Design Consultants of any tier.
5.1	Date of Commencement	Design-Builder's obligation to commence work is triggered by its receipt of a Notice to Proceed unless the parties mutually agree otherwise.
5.2.1	Substantial Completion of the Entire Work	Enter the calendar days duration by which Substantial Completion has to be achieved. The parties in this Section have the option of modifying the definition of Substantial Completion set forth in the General Conditions of Contract if they want to use a Temporary Certificate of Occupancy as the benchmark. If this option is selected, Substantial Completion will be deemed to be achieved no later than the date a Temporary Certificate of Occupancy is issued if applicable to the Project.

Section	Title	Instruction
5.2.2	Interim Milestones	It may be that some portions of the Work must be completed in phases or within a prescribed period of time to accommodate Owner's needs. The parties may, at their option, identify these portions of the Work to be completed prior to Substantial Completion of the entire Work. Enter the calendar days, starting from the Date of Commencement, for achieving Substantial Completion of these identified portions of the Work. If these portions of the Work are required to be substantially completed by certain milestone dates, enter those dates. As presently drafted, no remedy is provided to the Owner if an interim milestone is not met. If the Owner has special requirements as it relates to interim milestones, the Owner may want to consider a remedy for the Design-Builder's failure to meet an interim milestone, as well as providing a bonus to the Design-Builder for satisfying such interim milestone.
5.4	Liquidated Damages	Owner should make a good faith evaluation of the amount that is reasonably necessary to compensate it for delay. Owner should not establish liquidated damages to penalize Design-Builder. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing liquidated damages until such time as the GMP is established. Section 5.4 establishes a grace period between the Scheduled Substantial Completion Date and the assessment of liquidated damages in order to prevent disputes as to which party bears responsibility for only a few days of delay. The parties should enter the calendar days that may pass following the Scheduled Substantial Completion Date before liquidated damages will be assessed. The parties are also provided the option of establishing liquidated damages if the Design-Builder fails to achieve Final Completion within a specified number of days after Substantial Completion. If this option is selected, the parties have to negotiate the number of days, as well as the liquidated damages amount. The parties in negotiating liquidated damages should keep in mind that the amount of liquidated damages for failing to achieve Final Completion should be a considerably scaled down amount and should reflect the financial harm to the Owner. In no case should the total amount of liquidated damages for the Project exceed an amount that is reasonably necessary to compensate Owner for Project delay. The parties also have the option here of eliminating liquidated damages altogether, in which case the Owner can recover actual damages for Project delay at an amount that is capped by the parties. The Owner is cautioned that it still cannot recover consequential damages, as they are waived under Section 10.5.1 of the General Conditions of Contract.
5.5	Liquidated Damages Cap	The parties can agree to cap liquidated damages for delay at a negotiated amount.

Section	Title	Instruction
5.6	Early Completion Bonus	If the Project economics justify liquidated damages, then it is appropriate to couple these liquidated damages with an early completion bonus. The parties should enter the number of calendar days prior to the Scheduled Substantial Completion Date that will set the Bonus Date. Also, enter the amount of the bonus to be paid per day that will allow Owner to share with Design-Builder the economic benefits of early completion. Moreover, in the event a GMP is not established upon execution of the Agreement, it appears prudent for the parties to refrain from establishing an early completion bonus until such time as the GMP is established. The parties also have the option in Section 5.6 of capping the early completion bonus at a negotiated amount.
5.7	Compensation for Force Majeure Events	The parties are provided the opportunity of providing the Design-Builder the right to receive compensation for Force Majeure Events. By selecting this option, the parties agree to modify Section 8.2.2 of the General Conditions of Contract, in which case the parties have to negotiate how many cumulative days of Force Majeure delays must occur before the Design-Builder is entitled to either a negotiated amount per day for delay or the direct costs it has incurred as a result of such delay.
6.1.2	Optional Pricing	This Agreement allows the parties the flexibility to establish within the Contract Price a different payment basis for certain preliminary portions of the Work which may be necessary to permit Design-Builder to furnish Owner with a GMP. Alternatively, the parties may use DBIA Document No. 520 to perform certain preliminary design services prior to setting the GMP. Enter a description of any such services, the basis for determining the price, and the price to be paid.
6.2.1	Design-Builder's Fee	Enter the amount of Design-Builder's Fee as a sum certain or as a percentage of the Cost of the Work. Design-Builder's Fee shall be commensurate with the services it provides and the risk it assumes in providing single point responsibility to Owner.
6.2.2	Adjustments to Design-Builder's Fee	For additive Change Orders, the parties have to negotiate the Fee the Design-Builder will receive. For deductive Change Orders, the parties have the option by checking the appropriate box to signify whether there will be no additional reduction or whether there will be an additional reduction based on a negotiated percentage.
6.3.3	Wages for Design-Builder's Employees at Principal or Branch Offices	DBIA endorses reimbursing salaries and associated benefits of Design-Builder's Project personnel, such as accountants, stationed at offices other than the field office, when to do so is more efficient and cost effective. Enter the percentage markup to be applied for Project-related overhead associated with such personnel. Insert, or attach as an exhibit, a list of such personnel and their job functions.
6.3.4	Employee Benefits	It may be simpler for the parties to agree on a multiplier (rather than actual costs) to compensate the Design-Builder for employee benefits. Accordingly, the parties may want to insert the multiplier to be applied to the wages and salaries of such reimbursable employees.

Section	Title	Instruction
6.3.7	Costs for Defective/Non-Conforming Work	The Cost of the Work shall include the costs to repair or correct defective or non-conforming Work (including warranty or corrective work performed after Substantial Completion) unless caused by Design-Builder's negligence. DBIA believes that Design-Builder should not be penalized for inadvertent mistakes which are inevitable when designing and constructing a Project. To do so would encourage ultra-conservatism in every task, the ultimate cost of which would be greater than a proactive approach to performing the Work.
6.3.23	Warranty Escrow	At this section, the parties are provided the opportunity to establish prior to Final Completion an escrow account in a negotiated amount to be used to reimburse the Design-Builder for its costs incurred in performing warranty Work. If funds remain in the escrow account after the expiration of the warranty period, the funds are returned to the Owner subject to Design-Builder's share of any savings. Note that even if the escrow account is exhausted, if funds remain under the GMP, the Owner is still obligated to reimburse the Design-Builder for its warranty Work.
6.4.4	Allowance Value	This section recognizes that the parties may agree that certain items of Work should be treated as an Allowance Item and priced based on Allowance Values. The Allowance Value for which the Design-Builder will be entitled to receive compensation includes direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the Allowance Item. All other costs associated with the Allowance Item, such as design fees, general conditions costs and fee, are deemed to be included in the Contract Price. However, by checking the box, the parties agree that in the event the actual cost of the Allowance Item is greater than or less than the Allowance Value by a negotiated percentage, then Design-Builder's right to Fee and markup shall be determined pursuant to Section 6.2.2.
6.6	The Guaranteed Maximum Price	This Agreement provides the parties flexibility in establishing the Contract Price. Parties can establish a GMP before or after entering into this Agreement, or elect to proceed on the basis of costs plus a fee, without a GMP. If a GMP method is elected, the GMP should not be established until the Basis of Design Documents are sufficiently defined to make the GMP realistic and meaningful. Setting it too early does not permit reasonable opportunity for scope definition and evaluation of Project risk. On the other hand, setting it too late may not achieve Owner's objective of having an early price guarantee to enable it to make decisions relative to the Project.

Section	Title	Instruction
6.6.1.1	GMP at Agreement Execution	Enter the GMP, if appropriate. Attach as an exhibit to this Agreement the Basis of Design Documents used to establish the GMP. These documents comprise the GMP Exhibit which shall become a Contract Document pursuant to Section 2.1.1 of the Agreement. The Design-Builder does not guarantee any specific line item provided as part of the GMP. By selecting the alternate option, the Design-Builder agrees to guarantee the line item in its GMP for general conditions costs only. The Design-Builder agrees that it is responsible for paying general conditions costs in excess of this line item. The Design-Builder does not guarantee any other line items in the GMP.
6.6.1.2	GMP Contingency	Enter the amount of Design-Builder's Contingency. The Contingency is for the exclusive use of the Design-Builder and covers all unanticipated costs incurred that are not the basis of a Change Order. This section sets forth by way of example only the type of costs that would be funded out of the Contingency. Other costs, such as but not limited to any deductibles the Design-Builder is obligated to pay, would be subject to reimbursement. The Design-Builder is also required to provide the Owner with a monthly status report accounting for the Contingency, including all reasonably foreseen uses and potential uses of the Contingency for the upcoming three months. While not provided for in the Contingency provision, DBIA recognizes that there may be situations where the Owner will want to recapture the Contingency prior to Final Completion. For example, the Owner may want to use amounts in the Contingency to fund changes to the Project. The Owner's desire has to be balanced against the Design-Builder's need to use the Contingency to fund unanticipated costs for which it is liable. Accordingly, balancing these competing concerns is usually accomplished by releasing some of the Contingency to the Owner after the Design-Builder has bought out the Subcontractors, providing that the Design-Builder is not obligated to release Contingency amounts in excess of amounts identified for reasonably foreseen uses or potential uses of the Contingency.

Section	Title	Instruction
6.6.2.1	GMP Proposal After Execution of This Agreement	At the request of Owner, Design-Builder shall submit its GMP Proposal, which shall include the items listed in Sections 6.6.2.1.1 to 6.5.2.1.9. If the parties agree to additions or deletions from this list, modify this Section 6.6.2.1 appropriately. The Agreement provides the parties with flexibility as to when the GMP Proposal will be submitted after execution of the Agreement. Prior to execution of the Agreement the parties should discuss when Owner desires Design-Builder to submit its GMP Proposal.
6.6.2.1.4	Schedule	Given that expedited delivery is one of the primary factors driving many owners to select the design-build method, DBIA strongly believes that the parties should discuss and understand what each party must do to support the Project schedule. The entire Work, both design and construction, should be scheduled. The schedule should indicate the dates for the start and completion of the various stages of the Work, including the date when Owner information and approvals are required, and any Owner created constraints. The Agreement also provides flexibility to establish the Scheduled Substantial Completion Date prior to submission of the GMP Proposal.
6.6.2.3	Acceptance of GMP Proposal	If Owner accepts the GMP Proposal, the parties should amend this Agreement to add the final GMP Proposal as a Contract Document pursuant to Section 2.1.2.
6.6.2.4	Failure to Accept the GMP Proposal	This Agreement provides three options for Owner in the event it fails to accept the GMP Proposal and two choices for Design-Builder if Owner fails to exercise any of the three options. These options are specifically designed to prevent one party from receiving a windfall in the event the parties cannot agree on the GMP and the Agreement is terminated. The parties should take note that if Owner exercises its option to terminate for convenience, or Design-Builder suspends performance, Design-Builder will not be entitled to payment for uncompleted Work provided by Section 8.2. However, additional payment for Owner's use of Work Product will be due Design-Builder pursuant to Section 4.3, if Owner proceeds to complete the Project using Design-Builder's Work Product.
6.6.3	Savings	One of the benefits of a GMP approach is the possibility that with good management by Design-Builder and timely support from Owner the actual Cost of the Work and Fee may be less than the GMP. This creates a savings pool that should result in a benefit to both Design-Builder and Owner. Sharing these savings creates an incentive for Design-Builder to save costs. Some factors to consider in determining how the Savings are shared include the timing for the establishment of the GMP and the amount of Design-Builder's Fee established under Section 6.2.1.
6.6.3.1	Savings Calculations	This section provides that if the actual Cost of the Work and Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted, the savings, if any, shall be shared. The Agreement offers two choices for distributing Savings. Choose a method and enter the appropriate figures.

Section	Title	Instruction
6.7	Performance Incentives	In addition for the potential of the Design-Builder to share in Savings as set forth in Section 6.6.3, there may be other performance incentives that will influence Project success. Such incentives may include award fees tied to the Design-Builder achieving certain standards relative to client satisfaction, safety, and personnel retention. The parties are encouraged to discuss the use of such incentives during negotiation of this Agreement. Any agreement on the use of incentives should be set forth in an exhibit attached to this Agreement.
7.1.1	Progress Payments	Enter the day of the month when Design-Builder shall submit its Application for Payment.
7.2.1	Retainage	Enter the percentage Owner will retain from Progress Payments to Design-Builder until fifty percent (50%) of the Work is completed. Owner should recognize that it creates undue hardship to hold retainage on Subcontractors that have completed their work early in the Project. Owner should accordingly consider releasing retainage on Subcontractors that complete work early in the Project, providing that these Subcontractors have satisfactorily performed their portion of the Work. The parties are provided the option of modifying the retainage provision by checking the box. This option excludes from retainage the Design-Builder's General Conditions costs and amounts paid to Design-Builder's Design Consultant. The rationale for selecting this option is that the Design-Builder is obligated to pay its General Conditions costs in full each month and that under the design-bid-build delivery method, the Owner typically does not retain sums from its Designer.
7.2.2	Release of Retainage	This section requires the Owner to release retainage to the Design-Builder. If the Design-Builder and Owner have established a warranty reserve in accordance with Section 6.3.2.4, the parties shall establish an escrow account at this time.
7.4	Interest	The parties should enter the rate at which interest will accrue on Design-Builder's payments if unpaid five (5) days after due. Late payment creates a hardship for Design-Builder, its Design Consultants and Subcontractors.
7.5	Record Keeping	The Owner is provided access to Design-Builder's accounting information as it relates to Costs of the Work. However, if the parties have agreed to multipliers or markups, the time to challenge and negotiate those percentages is at the time the parties execute the Agreement and not during the Project or after it has been completed. Accordingly, the Owner can at any time audit these percentages only to confirm that such percentage has been properly charged and not to challenge the composition of such percentage.

Section	Title	Instruction
8.1.3	Termination for Convenience: Overhead and Profit	The parties should choose prior to execution of the Agreement the method that will be used to determine overhead and profit paid to Design-Builder in the event Owner terminates Design-Builder for its convenience. The parties may choose to set percentage rates for overhead and profit prior to execution of the Agreement, or may choose to determine reasonable sums to be paid for overhead and profit at the time of the termination. If the parties choose to set overhead and profit rates prior to execution of the Agreement, the percentages should be entered in Section 8.1.3.
8.2	Termination for Convenience: Additional Payments	Although it is important for Owner to have a process for terminating this Agreement for convenience, the process must consider the interests of Design-Builder. If Owner terminates this Agreement for its own convenience, compensating Design-Builder for its costs will not be adequate because Design-Builder will have committed its resources for a small amount of revenue. Therefore, in addition to the overhead and profit paid in Section 8.1, Owner shall pay Design-Builder an additional sum, calculated as a percentage of the remaining balance of the Contract Price or, if a GMP has not been established, the remaining balance of the most recent estimated Contract Price. Enter the percentages Owner shall pay Design-Builder if Owner terminates this Agreement for its own convenience prior to or after the start of construction.
8.3	Termination for Convenience: Owner's Use of Work Product	Owner should not use the Termination for Convenience clause to obtain Design-Builder's valuable design concepts and then seek lower bids from another design-builder. If Owner terminates this Agreement for its own convenience, and chooses to proceed with the Project using Design-Builder's Work Product, Owner should pay an additional sum for the use of Design-Builder's Work Product pursuant to Section 4.3.
Article 9	Representatives of the Parties	Enter the name, title, address and telephone number of Owner's Senior Representative and Owner's Representative at Sections 9.1.1 and 9.1.2, respectively. Enter the name, title, address and telephone number of Design-Builder's Senior Representative and Design-Builder's Representative at Sections 9.2.1 and 9.2.2, respectively. The parties can elect to establish these Representatives during the performance of the Project rather than at the time of execution of this Agreement. If Representatives are identified after execution of the Agreement, an appropriate amendment should be made to the Agreement at the time these individuals are designated.
10.1	Insurance	Attach an Insurance Exhibit setting forth in detail the insurance coverages required for the Project. Parties are advised to familiarize themselves with the terms of Article 5 of the General Conditions of Contract, Insurance and Bonds, and to consult their insurance advisor.
10.2	Bonds	Enter the type and amount of bonds or other performance security required for the Project. Where bonding is not required by statute, Owner may want to evaluate the project risks versus the bonding costs in deciding what type of performance security to require.

Section	Title	Instruction
11.1	Other Provisions	Insert any other provisions. For example, the parties may elect to have disputes resolved through litigation rather than arbitration in which case the optional language in this Section should be included.

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Standard Form of Agreement Between Owner and Design-Builder - Cost Plus Fee with an Option for a Guaranteed Maximum Price

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

This **AGREEMENT** is made as of the _____ day of _____
in the year of 2026, by and between the following parties, for services in connection with the Project
identified below:

OWNER:

(Name and address)

City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 786
Olathe, KS 66051-0768

DESIGN-BUILDER:

(Name and address)

Vazquez Commercial Contracting, LLC
3303 Gillham Road
Kansas City, MO 64109

PROJECT:

(Include Project name and location as it will appear in the Contract Documents)

Olathe Girls Softball Complex – New Restroom/Concession Facility
Project No. 4-C-036-26
13901 W. 151st Street
Olathe, KS 66062

In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder
agree as set forth herein.

Article 1

Scope of Work

1.1 Design-Builder shall perform all design and construction services, and provide all material, equipment, tools and labor, necessary to complete the Work described in and reasonably inferable from the Contract Documents.

Article 2

Contract Documents

2.1 The Contract Documents are comprised of the following:

2.1.1 All written modifications, amendments, minor changes, and Change Orders to this Agreement issued in accordance with DBIA Document No. 535, *Standard Form of General Conditions of Contract Between Owner and Design-Builder* (2010 Edition), as modified and attached hereto ("General Conditions of Contract");

2.1.2 The GMP Exhibit referenced in Section 6.6.1.1 herein or, if applicable, the GMP Proposal(s) accepted by Owner in accordance with Section 6.6.2 herein;

2.1.3 This Agreement including all exhibits (List for example, performance standard requirements, performance incentive arrangements, markup exhibits, allowances, unit prices, or exhibit detailing offsite reimbursable personnel) but excluding, if applicable, the GMP Exhibit;

2.1.4 The General Conditions of Contract;

2.1.5 Construction Documents prepared and approved in accordance with Section 2.4 of the General Conditions of Contract.

2.1.6 Performance and Maintenance Bond;

2.1.7 Statutory Bond; and

2.1.8 Appointment of Process Agent and required certificates.

Article 3

Interpretation and Intent

3.1 Design-Builder and Owner, prior to execution of the Agreement (and again, if applicable, at the time of acceptance of the GMP Proposal(s) by Owner in accordance with Section 6.6.2 hereof), shall carefully review all the Contract Documents, including the various documents comprising the Basis of Design Documents, for any conflicts or ambiguities. Design-Builder and Owner will discuss and resolve any identified conflicts or ambiguities prior to execution of the Agreement or, if applicable, prior to Owner's acceptance of the GMP Proposal(s).

3.2 The Contract Documents are intended to permit the parties to complete the Work and all obligations required by the Contract Documents within the Contract Time(s) for the Contract Price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In

the event inconsistencies, conflicts, or ambiguities between or among the Contract Documents are discovered after execution of the Agreement, or if applicable, after Owner's acceptance of the GMP Proposal(s), Design-Builder and Owner shall attempt to resolve any ambiguity, conflict or inconsistency informally, recognizing that the Contract Documents shall take precedence in the order in which they are listed in Section 2.1 hereof. *(Note, the parties are strongly encouraged to establish in the GMP Exhibit or GMP Proposal (as applicable) the priority of the various documents comprising such exhibit or proposal.)*

3.3 Terms, words and phrases used in the Contract Documents, including this Agreement, shall have the meanings given them in the General Conditions of Contract.

3.4 If Owner's Project Criteria contain design specifications: (a) Design-Builder shall be entitled to reasonably rely on the accuracy of the information represented in such design specifications and their compatibility with other information set forth in Owner's Project Criteria, including any performance specifications; and (b) Design-Builder shall be entitled to an adjustment in the Contract Price and/or Contract Time(s) to the extent Design-Builder's cost and/or time of performance have been adversely impacted by such inaccurate design specification.

3.5 The Contract Documents form the entire agreement between Owner and Design-Builder and by incorporation herein are as fully binding on the parties as if repeated herein. No oral representations or other agreements have been made by the parties except as specifically stated in the Contract Documents.

Article 4

Ownership of Work Product

4.1 ~~Work Product. All drawings, specifications and other documents and electronic data, including such documents identified in the General Conditions of Contract, furnished by Design-Builder to Owner under this Agreement ("Work Product") are deemed to be instruments of service and Design-Builder shall retain the ownership and property interests therein, including but not limited to any intellectual property rights, copyrights and/or patents, subject to the provisions set forth in Sections 4.2 through 4.5 below.~~

4.1.1 All drawings, specifications, test reports, and other materials and work products which are prepared or furnished by the Owner prior to this Agreement, or for the performance thereof, shall remain the Owner's sole property. The Owner shall make available to Design-Builder the copies of such materials as necessary for Design-Builder to perform the work.

4.1.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media that will be prepared or furnished by Design-Builder (and Design-Builder's independent professional associates and subcontractors) under this Agreement shall become the sole property of the Owner for use on the Project only. At the conclusion of the Project, or at any other time requested by Owner, Design-Builder shall give Owner all materials obtained or produced in the course of performing the work. Provided, however, that in the event the Project is terminated for convenience, such materials shall be returned to the Design-Builder.

4.1.3 The reuse or modification of any document prepared or furnished by Design-Builder shall be at Owner's sole risk and without liability or legal exposure to Design-Builder.

~~**4.2** Owner's Limited License upon Project Completion and Payment in Full to Design-Builder. Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder shall grant Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project, conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.~~

[At the parties' option, one of the following may be used in lieu of Section 4.2.]

☐ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder: (a) grants Owner a limited license to use the Work Product in connection with Owner's occupancy of the Project; and (b) transfers all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in that portion of the Work Product that consists of architectural and other design elements and specifications that are unique to the Project. The parties shall specifically designate those portions of the Work Product for which ownership in the Work Product shall be transferred. Such grant and transfer are conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below.

or

☐ Upon Owner's payment in full for all Work performed under the Contract Documents, Design-Builder transfers to Owner all ownership and property interests, including but not limited to any intellectual property rights, copyrights and/or patents, in the Work Product. Such transfer is conditioned on Owner's express understanding that its alteration of the Work Product without the involvement of Design-Builder is at Owner's sole risk and without liability or legal exposure to Design-Builder or anyone working by or through Design-Builder, including Design Consultants of any tier (collectively the "Indemnified Parties"), and on the Owner's obligations to provide the indemnity set forth in Section 4.5 below.

4.3 — Owner's Limited License upon Owner's Termination for Convenience or Design-Builder's Election to Terminate. If Owner terminates this Agreement for its convenience as set forth in Article 8 hereof, or if Design-Builder elects to terminate this Agreement in accordance with Section 11.4 of the General Conditions of Contract, Design-Builder shall, upon Owner's payment in full of the amounts due Design-Builder under the Contract Documents, grant Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights as set forth in Section 4.2 above, conditioned on the following:

4.3.1 Use of the Work Product is at Owner's sole risk without liability or legal exposure to any Indemnified Party, and on the Owner's obligation to provide the indemnity set forth in Section 4.5 below; and

4.3.2 Owner agrees to pay Design-Builder the additional sum of _____ Dollars (\$_____) as compensation for the right to use the Work Product to complete the Project and subsequently use the Work Product in accordance with Section 4.2 if Owner resumes the Project through its employees, agents, or third parties.

4.4 — Owner's Limited License upon Design-Builder's Default. If this Agreement is terminated due to Design-Builder's default pursuant to Section 11.2 of the General Conditions of Contract, then Design-Builder grants Owner a limited license to use the Work Product to complete the Project and subsequently occupy the Project, and Owner shall thereafter have the same rights and obligations as set forth in Section 4.2 above. Notwithstanding the preceding sentence, if it is ultimately determined that Design-Builder was not in default, Owner shall be deemed to have terminated the Agreement for convenience, and Design-Builder shall be entitled to the rights and remedies set forth in Section 4.3 above.

4.5 — Owner's Indemnification for Use of Work Product. If Owner is required to indemnify any Indemnified Parties based on the use or alteration of the Work Product under any of the circumstances identified in this Article 4, Owner shall defend, indemnify and hold harmless such Indemnified Parties from and against any and all claims, damages, liabilities, losses and expenses, including attorneys' fees, arising out of or resulting from the use or alteration of the Work Product.

Article 5

Contract Time

5.1 Date of Commencement. The Work shall commence ~~within five (5) days of Design-Builder's receipt on the date of the Owner's issuance of Owner's Notice to Proceed ("Date of Commencement")~~ unless the parties mutually agree otherwise in writing.

5.2 Substantial Completion and Final Completion.

5.2.1 Substantial Completion of the entire Work shall be achieved no later than ~~_____ calendar days after the Date of Commencement~~ the date established with acceptance of the GMP Proposal(s) ("Scheduled Substantial Completion Date").

~~The parties agree that the definition for Substantial Completion set forth in Section 1.2.18 of the General Conditions of Contract is hereby modified to read as follows:~~

~~"Substantial Completion is the date on which the Work, or an agreed upon portion of the Work, is sufficiently complete in accordance with the Contract Documents so that Owner can occupy and use the Project or a portion thereof for its intended purposes, provided, however, that Substantial Completion shall be deemed to have been achieved no later than the date of issuance of a Temporary Certificate of Occupancy issued by the local building official."~~

5.2.2 Interim milestones and/or Substantial Completion of identified portions of the Work ("Scheduled Interim Milestone Dates") shall be achieved as follows: *(Insert any interim milestones for portions of the Work with different scheduled dates for Substantial Completion)*

5.2.2.1 90% Design Drawings will be complete no later than September 04, 2026 after completion and acceptance of the previous Design Drawings. This phase shall include the completion of all detailed drawings and project specifications as necessary to illustrate and describe in detail all the Work required for the complete project. This includes the completion of documents necessary for submittal of the project to all authorities for required code and permit review and approval in advance of the authorities issuing the required building and construction permits.

5.2.2.2 100% Construction Documents will be complete no later than September 25, 2026 after comments are provided by the applicable governmental and/or regulatory agencies. This phase shall include the completion of final documents to include all review comments from authorities conducting code and permit reviews of the 90% Design Drawings; shall include comments, if determined appropriate, from the construction subcontractors based upon their review of the 90% Design Drawings; and shall consist of all final plans and project specifications setting forth in detail the requirements for all construction and the quality levels of all materials, systems, and equipment required to provide for a complete and functional project.

5.2.3 Final Completion of the Work or identified portions of the Work shall be achieved ~~as expeditiously as reasonably practicable~~ in accordance with the requirements of the Contract Documents. Final Completion is the date when all Work is complete pursuant to the definition of Final Completion set forth in Section 1.2.7 of the General Conditions of Contract.

5.2.4 All of the dates set forth in this Article 5 (collectively the "Contract Time(s)") shall be subject to adjustment in accordance with the General Conditions of Contract.

5.3 Time is of the Essence. Owner and Design-Builder mutually agree that time is of the essence with respect to the dates and times set forth in the Contract Documents.

5.4 Liquidated Damages. ~~Design-Builder understands that, except in the case of a Force Majeure Event, if Substantial Completion is not attained by the Scheduled Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Substantial Completion is not attained by within Ten (10) days after the Scheduled Substantial Completion Date (the "LD Date"), Design-Builder shall pay Owner Five Hundred Dollars (\$500.00) as liquidated damages for each day that Substantial Completion extends beyond the LD Date.~~

~~Design-Builder understands that, except in the case of a Force Majeure Event, if Final Completion is not achieved within Thirty (30) days of the Substantial Completion Date, Owner will suffer damages which are difficult to determine and accurately specify. Design-Builder agrees that if Final Completion is not achieved within Thirty (30) days of Substantial Completion, Design-Builder shall pay to Owner Two Hundred Fifty Dollars (\$250.00), as liquidated damages for each calendar day that Final Completion is delayed beyond the above-referenced number of days.~~

~~5.4 — Design-Builder and Owner have agreed not to provide for liquidated damages in this Agreement for failure of Design-Builder to achieve the Contract Time(s) set forth in this Article 5. Design-Builder understands, however, that Owner may suffer actual damages in the event the Contract Time(s) set forth herein are not timely achieved. Owner shall be able to recover such actual damages from Design-Builder to the extent it can demonstrate that actual damages have been incurred, are directly related and caused by Design-Builder's failure to meet the Contract Time(s) set forth herein, and are not waived by Section 10.5.1 of the General Conditions of Contract. Notwithstanding the foregoing, in no event shall Design-Builder's liability for actual damages for delays exceed _____ Dollars (\$ _____).~~

5.5 ~~Any liquidated damages assessed pursuant to this Agreement shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether special or consequential, and of whatsoever nature, incurred by Owner which are occasioned by any delay in achieving the Contract Time(s).~~

~~Owner and Design-Builder agree that the maximum aggregate liability Design-Builder has for any liquidated damages that may be assessed under this Agreement for failure to achieve the Contract Time(s) shall be _____ Dollars (\$ _____).~~

5.6 — Early Completion Bonus. ~~If Substantial Completion is attained on or before _____ (_____) days before the Scheduled Substantial Completion Date (the "Bonus Date"), Owner shall pay Design-Builder at the time of Final Payment under Section 7.3 hereof an early completion bonus of _____ Dollars (\$ _____) for each day that Substantial Completion is attained earlier than the Bonus Date. (If a GMP is not established upon execution of this Agreement, the parties should consider setting the early completion bonus after GMP negotiations. If an early completion bonus is applicable to any dates set forth in Section 5.2.2 or 5.2.3 hereof, this Section 5.6 will need to be modified accordingly.)~~

~~Owner and Design-Builder agree that the maximum aggregate amount that Design-Builder shall receive as the early Completion Bonus is _____ Dollars (\$ _____).~~

~~In addition to Design-Builder's right to a time extension for those events set forth in Section 8.2.1 of the General Conditions of Contract, Design-Builder shall also be entitled to an appropriate adjustment of the Contract Price for those events set forth in Section 8.2.1 of the General Conditions of Contract, provided, however, for Force Majeure Events, Design-Builder shall only be entitled to an increase in the Contract Price if said events exceed _____ (_____) cumulative days. Said additional compensation shall be limited to:~~

~~\$ _____ dollars a day for each day work is delayed beyond the Scheduled Substantial Completion Date.~~

~~or~~

~~the direct costs and expenses Design-Builder can demonstrate it has reasonably and actually incurred as a result of such event.~~

Article 6

Contract Price

6.1 Contract Price.

6.1.1 Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to Design-Builder's Fee (as defined in Section 6.2 hereof) plus the Cost of the Work (as defined in Section 6.3 hereof), subject to any GMP established in Section 6.6 hereof and any adjustments made in accordance with the General Conditions of Contract.

~~**6.1.2** For the specific Work set forth below, Owner agrees to pay Design-Builder, as part of the Contract Price, on the following basis: (This is an optional section intended to provide the parties with flexibility to identify and price limited preliminary services, such as a lump sum or cost-plus arrangement for preliminary design, programming, or services necessary to enable Design-Builder to furnish Owner with a GMP before execution of this Agreement.)~~

6.2 Design-Builder's Fee.

6.2.1 Design-Builder's Fee shall be:

One Hundred Sixty-Five Thousand Dollars (\$ 165,000.00), as adjusted in accordance with Section 6.2.2 below.

~~or~~

~~_____ percent (____%) of the Cost of the Work, as adjusted in accordance with Section 6.2.2 below.~~

6.2.2 Design-Builder's Fee will be adjusted as follows for any changes in the Work:

For changes in the Work that either increases or decreases the Guaranteed Maximum Price, the fee paid to the Design-Builder shall equitably adjust at the rate identified in Section 6.2.1.

~~**6.2.2.1** For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design-Builder shall receive a Fee of _____ percent (____%) of the additional Costs of the Work incurred for that Change Order, plus any other markups set forth in Exhibit _____ hereto.~~

~~**6.2.2.2** For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, the deductive amounts shall include:~~

~~No additional reduction to account for Design-Builder's Fee or any other markup.~~

~~or~~

An amount equal to the sum of: (a) _____ percent (_____%)
~~applied to the direct costs of the net reduction (which amount will account for a reduction~~
~~associated with Design-Builder's Fee); plus (b) any other markups set forth in Exhibit _____~~
~~hereto applied to the direct costs of the net reduction.~~

6.3 Cost of the Work. The term Cost of the Work shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.3.1 Wages of direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site; provided, however, that the costs for those employees of Design-Builder performing design services shall be ~~calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in an exhibit to this Agreement~~ charged at the hourly rate as indicated in the Design-Builders Personnel Hourly Rate Schedule identified as **Exhibit A** to this Agreement.

6.3.2 Wages or portions of salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work, the cost for those services charged at the hourly rate as indicated in the Design-Builders Personnel Hourly Rate Schedule identified as Exhibit A to this Agreement.

6.3.3 Wages or portions of salaries of Design-Builder's personnel stationed at Design-Builder's principal or branch offices, but only to the extent said personnel are identified in **Exhibit A** and performing the function set forth in said Exhibit, and only for that portion of their time as is specifically devoted to the Work of this Agreement. ~~The reimbursable costs of personnel stationed at Design-Builder's principal or branch offices shall include a _____ percent (_____%) markup to compensate Design-Builder for the Project-related overhead associated with such personnel.~~

6.3.4 Costs incurred by Design-Builder for employee benefits, premiums, taxes, insurance, contributions and assessments required by law, collective bargaining agreements, or which are customarily paid by Design-Builder, to the extent such costs are based on wages and salaries paid to employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.

A multiplier of _____ percent (_____%) ~~shall be applied to the wages and salaries of the employees of Design-Builder covered under Sections 6.3.1 through 6.3.3 hereof.~~

6.3.5 The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

6.3.6 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

6.3.7 Costs incurred by Design-Builder in repairing or correcting defective, damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise its best efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained.

6.3.8 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.3.9 Costs (less salvage value) of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.3.10 Costs of removal of debris and waste from the Site.

6.3.11 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

6.3.12 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.3.13 Premiums for insurance and bonds required by this Agreement or the performance of the Work.

6.3.14 All fuel and utility costs incurred in the performance of the Work.

6.3.15 Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work.

~~**6.3.16** Legal costs, court costs and costs of mediation and arbitration reasonably arising from Design-Builder's performance of the Work, provided such costs do not arise from disputes between Owner and Design-Builder.~~

6.3.17 Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

~~**6.3.18** The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements made with Owner's consent.~~

6.3.19 Deposits which are lost, except to the extent caused by Design-Builder's negligence due to the actions of the Owner.

6.3.20 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent such emergency was caused in whole or in part by the Design-Builder.

6.3.21 Accounting and data processing costs related to the Work.

6.3.22 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

~~**6.3.23** Owner and Design-Builder agree that an escrow account in the amount of _____ Dollars (\$ _____) shall be established prior to Final Completion, which escrow shall be used to reimburse Design-Builder for the Costs of the Work incurred after Final Completion to perform warranty Work. The escrow agreement will provide that any sums not used at the expiration of the warranty period shall be returned to Owner, subject to any savings Design-Builder may be entitled to under this Agreement. In the event the warranty escrow account is exhausted, but funds remain under the GMP, Owner shall be obligated to pay Design-Builder the Costs of the Work incurred after Final Completion to perform warranty Work up to the GMP.~~

6.4 Allowance Items and Allowance Values.

6.4.1 Any and all Allowance Items, as well as their corresponding Allowance Values, are set forth in the GMP Exhibit or GMP Proposal(s) and are included within each GMP.

6.4.2 Design-Builder and Owner have worked together to review the Allowance Items and Allowance Values based on design information then available to determine that the Allowance Values constitute reasonable estimates for the Allowance Items. Design-Builder and Owner will continue working closely together during the preparation of the design to develop Construction Documents consistent with the Allowance Values. Nothing herein is intended in any way to constitute a guarantee by Design-Builder that the Allowance Item in question can be performed for the Allowance Value.

6.4.3 No work shall be performed on any Allowance Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees that if Design-Builder is not provided written authorization to proceed on an Allowance Item by the date set forth in the Project schedule, due to no fault of Design-Builder, Design-Builder may be entitled to an adjustment of the Contract Time(s) ~~and Contract Price.~~

6.4.4 The Allowance Value for an Allowance Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Item. All other costs, including design fees, Design-Builder's overall project management and general conditions costs, overhead and fee, are deemed to be included in the original Contract Price, and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

~~In the event the actual direct cost of labor, materials, equipment, transportation, taxes and insurance associated with an Allowance Item is _____ percent (_____ %) greater than or less than the Allowance Value for such Allowance Item, Design-Builder and Owner agree that Design-Builder's right to Fee and markup shall be adjusted in accordance with Section 6.2.2.~~

6.4.5 Whenever the actual costs for an Allowance Item is more than or less than the stated Allowance Value, the Contract Price shall be adjusted accordingly by Change Order, subject to Section 6.4.4. The amount of the Change Order shall reflect the difference between actual costs incurred by Design-Builder for the particular Allowance Item and the Allowance Value.

6.5 Non-Reimbursable Costs.

6.5.1 The following shall not be deemed as costs of the Work:

6.5.1.1 Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 6.3.1, 6.3.2 and 6.3.3 hereof.

6.5.1.2 Overhead and general expenses, except as provided for in Section 6.3 hereof, or which may be recoverable for changes to the Work.

6.5.1.3 The cost of Design-Builder's capital used in the performance of the Work.

~~**6.5.1.4** If the parties have agreed on a GMP, costs~~ Costs that would cause the GMP(s), as adjusted in accordance with the Contract Documents, to be exceeded.

6.6 The Guaranteed Maximum Price ("GMP").

6.6.1 GMP Established Upon Execution of this Agreement.

6.6.1.1 Design-Builder guarantees that it shall not exceed the GMP of Nine Hundred Forty-Five Thousand Dollars (\$945,000.00). Documents used as a basis for the GMP shall be identified in an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, and has the sole discretion to apply payment due to overruns in one line item to savings due to underruns in any other line item. Design-Builder agrees, however, that it will be responsible for paying all costs of completing the Work which exceed the GMP, as adjusted in accordance with the Contract Documents. *(While the GMP Exhibit will be developed in advance or concurrently with the execution of this Agreement, it is recommended that such exhibit include the items set forth in Section 6.6.2.1 below, to ensure that the basis for the GMP is well-understood).*

~~Design-Builder guarantees that it shall not exceed the GMP of _____ Dollars (\$ _____). Documents used as basis for the GMP shall be identified as an exhibit to this Agreement ("GMP Exhibit"). Design-Builder does not guarantee any specific line item provided as part of the GMP, provided, however, that it does guarantee the line item for its general project management and general conditions costs, in the amount of _____ Dollars (\$ _____), and as set forth in the GMP Exhibit ("General Conditions Cap"). Design-Builder agrees that it will be responsible for paying the applicable general conditions costs in excess of the General Conditions Cap, as well as be responsible for all costs of completing the Work which exceed the GMP, as said General Conditions Cap and the GMP may be adjusted in accordance with the Contract Documents.~~

6.6.1.2 The GMP includes a Contingency in the amount of Twenty-Five Thousand Dollars (\$25,000.00) which is available for Design-Builder's exclusive use for unanticipated costs it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, design errors or omissions, however caused; (e) Subcontractor defaults; or (f) those events under Section 8.2.2 of the General Conditions of Contract that result in an extension of the Contract Time but do not result in an increase in the Contract Price. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents. Design-Builder shall provide Owner notice of all anticipated charges against the Contingency and shall provide Owner as part of the monthly status report required by Section 2.1.2 of the General Conditions of Contract an accounting of the Contingency, including all reasonably foreseen uses or potential uses of the Contingency in the upcoming three (3) months. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency.

~~6.6.2 GMP(s) Established after Execution of this Agreement.~~

~~6.6.2.1 GMP Proposal(s).~~ ~~If requested by Owner, Design-Builder shall submit a GMP Proposal to Owner which shall include the following, unless the parties mutually agree otherwise:~~

~~6.6.2.1.1~~ ~~A proposed GMP, which shall be the sum of:~~

~~i. Design-Builder's Fee as defined in Section 6.2.1 hereof;~~

~~ii. The estimated Cost of the Work as defined in Section 6.3 hereof, inclusive of any Design-Builder's Contingency as defined in Section 6.6.1.2 hereof;~~

~~iii. If applicable, any prices established under Section 6.1.2 hereof; and~~

~~iv. If applicable, any Owner's contingency or allowance.~~

~~6.6.2.1.2 The Basis of Design Documents, which may include, by way of example, Owner's Project Criteria, which are set forth in detail and are attached to each GMP Proposal;~~

~~6.6.2.1.3 A list of the assumptions and clarifications made by Design-Builder in the preparation of each GMP Proposal, which list is intended to supplement the information contained in the drawings and specifications and is specifically included as part of the Basis of Design Documents;~~

~~6.6.2.1.4 The Scheduled Substantial Completion Date upon which each proposed GMP is based, to the extent said date has not already been established under Section 5.2.1 hereof, and a schedule upon which the Scheduled Substantial Completion Date is based;~~

~~6.6.2.1.5 If applicable, a list of Allowance Items, Allowance Values, and a statement of their basis;~~

~~6.6.2.1.6 If applicable, a schedule of alternate prices;~~

~~6.6.2.1.7 If applicable, a schedule of unit prices;~~

~~6.6.2.1.8 If applicable, a statement of Additional Services which may be performed but which are not included in each GMP and which, if performed, shall be the basis for an increase in each GMP and/or Contract Time(s); and~~

~~6.6.2.1.9 The time limit for acceptance of each GMP Proposal.~~

6.6.2.2 Review and Adjustment to GMP Proposal(s). After submission of each GMP Proposal, Design-Builder and Owner shall meet to discuss and review each GMP Proposal. If Owner has any comments regarding the GMP Proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly give written notice to Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to each GMP Proposal.

6.6.2.3 Acceptance of GMP Proposal(s). If Owner accepts each GMP Proposal, as may be amended by Design-Builder, each GMP and its basis shall be set forth in an amendment to this Agreement.

6.6.2.4 Failure to Accept the GMP Proposal(s). If Owner rejects a GMP Proposal, or fails to notify Design-Builder in writing on or before the date specified in each GMP Proposal that it accepts the GMP Proposal, each GMP Proposal shall be deemed withdrawn and of no effect. In such event, Owner and Design-Builder shall meet and confer as to how the Project will proceed, with Owner having the following options:

6.6.2.4.1 Owner may suggest modifications to the GMP Proposal, whereupon, if such modifications are accepted in writing by Design-Builder, the GMP Proposal

~~shall be deemed accepted and the parties shall proceed in accordance with Section 6.6.2.3 above;~~

~~**6.6.2.4.2** Owner may authorize Design-Builder to continue to proceed with the Work on the basis of reimbursement as provided in Section 6.1 hereof without a GMP, in which case all references in this Agreement to that GMP shall not be applicable; or~~

~~**6.6.2.4.3** Owner may terminate this Agreement for convenience in accordance with Article 8 hereof; provided, however, in this event, Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.~~

~~If Owner fails to exercise any of the above options, Design-Builder shall have the right to (i) continue with the Work as if Owner had elected to proceed in accordance with Item 6.6.2.4.2 above, and be paid by Owner accordingly, unless and until Owner notifies it in writing to stop the Work, or (ii) suspend performance of Work in accordance with Section 11.3.1 of the General Conditions of Contract, provided, however, that in such event Design-Builder shall not be entitled to the payment provided for in Section 8.2 hereof.~~

6.6.3 Savings.

~~**6.6.3.1** If the sum of the actual Cost of the Work and Design-Builder's Fee (and, if applicable, any prices established under Section 6.1.2 hereof) is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be shared as follows:~~

~~_____ percent (_____ %) to Design-Builder and _____
_____ percent (_____ %) to Owner.
or~~

~~The first _____ Dollars (\$ _____) of Savings shall be provided to (choose either Design-Builder or Owner) _____, with the balance of Savings, if any, shared _____ percent (_____ %) to Design-Builder and _____ percent (_____ %) to Owner.~~

~~**6.6.3.2** Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the parties shall recalculate the Savings in light of the costs so incurred, and Design-Builder shall be paid by Owner accordingly.~~

6.7 Performance Incentives

~~**6.7.1** Owner and Design-Builder have agreed to the performance incentive arrangements set forth in Exhibit _____.~~

~~*[The parties are encouraged to discuss and agree upon performance incentives that will influence project success. These incentives may consist of Award Fees, incentives for safety, personnel retention, client satisfaction and similar items.]*~~

Article 7

Procedure for Payment

7.1 Progress Payments.

7.1.1 Design-Builder shall submit to Owner ~~on no later than~~ the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with Article 6 of the General Conditions of Contract.

7.1.2 Owner shall make payment within ~~ten (10)~~ thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.2 and Section 6.3 of the General Conditions of Contract.

7.1.3 If Design-Builder's Fee under Section 6.2.1 hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

7.2 Retainage on Progress Payments.

7.2.1 Owner will retain five percent (5%) of each Application for Payment, ~~except no retaining will be withheld on the Design-Builder's fee. provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional retention amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.~~

Owner will retain _____ percent (____%) of the cost of Work, exclusive of general conditions costs, and any amounts paid to Design-Builder's Design Consultant, from each Application for Payment provided, however, that when fifty percent (50%) of the Work has been satisfactorily completed by Design-Builder and Design-Builder is otherwise in compliance with its contractual obligations, Owner will not retain any additional amounts from Design-Builder's subsequent Applications for Payment. Owner will also reasonably consider reducing retainage for Subcontractors completing their work early in the Project.

7.2.2 Within ~~fifteen (15)~~ thirty (30) days after Substantial Completion of the entire Work or, if applicable, any portion of the Work, pursuant to Section 6.6 of the General Conditions of Contract, Owner shall release to Design-Builder all retained amounts relating, as applicable, to the entire Work or completed portion of the Work, less an amount equal to: (a) the reasonable value of all remaining or incomplete items of Work as noted in the Certificate of Substantial Completion; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract, and to the maximum extent allowed by law.

☐ If a warranty reserve has been established pursuant to Section 6.3.23 above, Owner shall ~~at the time of Substantial Completion retain the agreed-upon amounts and establish an escrow account as contemplated by Section 6.3.24 above.~~

7.3 Final Payment. Design-Builder shall submit its Final Application for Payment to Owner in accordance with Section 6.7 of the General Conditions of Contract, which shall include retainage amounts previously withheld by Owner. Owner shall make payment on Design-Builder's properly submitted and accurate Final Application for Payment (less any amount the parties may have agreed to set aside for warranty work) within ~~ten (10)~~ thirty (30) days after Owner's receipt of the Final Application for Payment,

provided that Design-Builder has satisfied the requirements for final payment set forth in Section 6.7.2 of the General Conditions of Contract.

7.4 Interest. Payments due and unpaid by Owner to Design-Builder, whether progress payments or final payment, shall bear interest commencing fifteen (15) five (5) days after payment is due at the maximum rate allowed by law at the place of the project. rate of _____ percent (_____) ~~(%) per month until paid.~~

7.5 Record Keeping and Finance Controls. Design-Builder acknowledges that this Agreement is to be administered on an "open book" arrangement relative to Costs of the Work. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles and as may be provided in the Contract Documents. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and Owner's accountants shall be afforded access to, and the right to audit ~~from time to time~~ at any time, upon reasonable notice, Design-Builder's records, books, correspondence, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the parties. Any multipliers or markups agreed to by the Owner and Design-Builder as part of this Agreement are only subject to audit to confirm that such multiplier or markup has been charged in accordance with this Agreement, with the composition of such multiplier or markup not being subject to audit.

Article 8

Termination for Convenience

8.1 Owner and Design-Builder's right to terminate this Agreement shall be in accordance with the General Conditions of this contract. ~~Upon ten (10) days' written notice to Design-Builder, Owner may, for its convenience and without cause, elect to terminate this Agreement. In such event, Owner shall pay Design-Builder for the following:~~

~~**8.1.1** All Work executed and for proven loss, cost or expense in connection with the Work;~~

~~**8.1.2** The reasonable costs and expenses attributable to such termination, including demobilization costs and amounts due in settlement of terminated contracts with Subcontractors and Design Consultants; and~~

~~**8.1.3**~~

~~☐ The fair and reasonable sums for overhead and profit on the sum of items 8.1.1 and 8.1.2 above.~~

~~or~~

~~☐ Overhead and profit in the amount of _____ percent (_____) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the~~

~~**8.2** In addition to the amounts set forth in Section 8.1 above, Design-Builder shall be entitled to receive one of the following as applicable:~~

~~**8.2.1** If Owner terminates this Agreement prior to commencement of construction, Design-Builder shall be paid _____ percent (_____) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the~~

~~above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.~~

~~**8.2.2** If Owner terminates this Agreement after commencement of construction, Design-Builder shall be paid _____ percent (_____%) of the remaining balance of the Contract Price, provided, however, that if a GMP has not been established, the above percentage shall be applied to the remaining balance of the most recent estimated Contract Price.~~

~~**8.3** If Owner terminates this Agreement pursuant to Section 8.1 above and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in Section 4.3 hereof. Such rights may not be transferred or assigned to others without Design-Builder's express written consent and such third parties' agreement to the terms of Article 4.~~

Article 9

Representatives of the Parties

9.1 Owner's Representatives.

9.1.1 Owner designates the individual listed below as its Senior Representative ("Owner Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Therese Vink, Assistant City Engineer
City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 786
Olathe, KS 66051-0768

9.1.2 Owner designates the individual listed below as its Owner's Representative, which individual has the authority and responsibility set forth in Section 3.4 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Tod Hueser, Park Project Manager
City of Olathe, Kansas
100 E. Santa Fe
P.O. Box 786
Olathe, KS 66051-0768

9.2 Design-Builder's Representatives.

9.2.1 Design-Builder designates the individual listed below as its Senior Representative ("Design-Builder's Senior Representative"), which individual has the authority and responsibility for avoiding and resolving disputes under Section 10.2.3 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Vazquez Commercial Contracting, LLC
3303 Gillham Road
Kansas City, MO 64109
Brian Frasier, Project Executive - Phone: (816) 569-6869

9.2.2 Design-Builder designates the individual listed below as its Design-Builder's Representative, which individual has the authority and responsibility set forth in Section 2.1.1 of the General Conditions of Contract: *(Identify individual's name, title, address and telephone numbers)*

Vazquez Commercial Contracting, LLC
3303 Gillham Road
Kansas City, MO 64109
Travis Ross, Project Manager - Phone: (816) 569-6869

Article 10

Bonds and Insurance

10.1 Insurance. Design-Builder ~~and Owner~~ shall procure the insurance coverages set forth in the Insurance Exhibit attached hereto and identified as **Exhibit B** and in accordance with Article 5 of the General Conditions of Contract.

10.2 Bonds and Other Performance Security. Design-Builder shall provide the following performance bond and labor and material payment bond or other performance security:

Performance Bond.

☒ Required ☐ Not Required

Performance and Maintenance Bond attached hereto and identified as **Exhibit C** to this Agreement.

Payment Bond.

☒ Required ☐ Not Required

Payment Bond (Statutory Bond) attached hereto and identified as **Exhibit D** to this Agreement.

Other Performance Security.

☐ Required ☒ Not Required

Article 11

Other Provisions

11.1 Other provisions, if any, are as follows: *(Insert any additional provisions)*

- .1** Notwithstanding Section 2.3.1 of the General Conditions of Contract, if the parties agree upon specific performance standards in the Basis of Design Documents, the design professional services shall be performed to achieve such standards.
- .2** Any claims, disputes, or controversies between the parties arising out of or related to the Agreement, or the breach thereof, which have not been resolved in accordance with the procedures set forth in Section 10.2 of the General Conditions of Contract shall be resolved in a court of competent jurisdiction in the state in which the Project is located.

.3 Licensing Requirements

The Design-Builder must be authorized to do business in the State of Kansas. If the Design-Builder is a corporation organized outside the State of Kansas it shall review it's authorization with the State of Kansas and if necessary file the required documentation with the State of

Kansas in order to receive authorization to do business in the State of Kansas. The Design-Builder, if organized outside the State of Kansas, must furnish evidence to the Owner of their authority to do business in the State of Kansas. Such evidence must be furnished to the Owner prior to any Contract award.

The Design-Builder and all sub-contractors performing design and construction work on this project shall meet all licensing requirements of the City of Olathe for the work which they intend to perform.

.4 Appointment of Process Agent

The Design-Builder, if not a resident of the State of Kansas, shall appoint a Process Agent being a resident of the State of Kansas. The Design-Builder shall submit with the GMP Proposal(s) the Appointment of Process Agent form as provided in **Exhibit E** to this Agreement. The Process Agent form will be filed with the Clerk of the District Court of the County in which the work is to be performed, as provided by law.

.6 Tax Exemption

All applicable taxes, sales, consumer, use and other similar taxes, imposed by any taxing authority, on materials, equipment or supplies to be incorporated in the work, (except for water main work) shall be tax exempt.

The Design-Builder shall be required to furnish taxing authorities any necessary information or reports pertaining thereto, as required.

Pursuant to KSA 79-3606, both services and materials for this project are exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Within fifteen (15) days after the date of Contract approval, Owner will provide a Kansas Sales tax exemption certificate number to the Design-Builder. The Design-Builder and each Subcontractor or repairman must furnish the exemption certificate number to each supplier on Kansas Sales Tax Division Form STD 74. The exemption certificate number shall be placed on all invoices for material to be incorporated in the work. All invoices shall be held by Design-Builder for 5 years, and shall be subject to audit by the Director of Taxation. Upon completion of the work, Design-Builder shall file with the Owner on a form provided by the Director of Taxation, a sworn statement that all purchases made under the exemption certificate were entitled to be exempt from the Kansas Retailers' Sales Tax and the Kansas Compensating Tax. Design-Builder shall assume full responsibility for proper use of the exemption certificate number and shall pay all legally assessed penalties for improper use of the certificate number.

.7 Affirmative Action / Other Laws

During the performance of this Agreement, the Design-Builder agrees that:

- a. Design-Builder shall observe the provisions of the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin, ancestry or age;
- b. in all solicitations or advertisements for employees, the Design-Builder shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the commission;
- c. if the Design-Builder fails to comply with the manner in which the Design-Builder reports to the commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Design-Builder shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the City without penalty;
- d. if the Design-Builder is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the commission which has become final,

the Design-Builder shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency; and

- e. the Design-Builder shall include the provisions of subsections (a) through (d) in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

The provisions of this section shall not apply to a contract entered into by the City with Design-Builder if:

- a. Design-Builder employs fewer than four employees during the term of such contract;
or
- b. Design-Builder's contract with the City total \$10,000 or less in aggregate.

The Design-Builder further agrees and acknowledges that it shall abide by the Kansas Age Discrimination In Employment Act (K.S.A. 44-1111 et seq.) and the applicable provision of the Americans With Disabilities Act (42 U.S.C. 1201 et seq.) as well as all other federal, state and local laws, ordinances and regulations applicable to this project and to furnish any certification required by any federal, state or local governmental agency in connection therewith.

.8 No Third Party Beneficiaries

Nothing contained herein shall create a contractual relationship with, or any rights in favor of, any third party.

.9 Independent Contractor

The Design-Builder is an independent contractor and as such is not an agent or employee of the City.

.10 Covenant Against Contingent Fees

Design-Builder warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City may terminate this Agreement without liability or may, in its discretion, deduct from the Contract Price or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

.11 Compliance with Laws

Design-Builder shall abide by all applicable federal, state and local laws, ordinances and regulations applicable to the Work or the Project at the time Services are rendered, including but not limited to The Kansas Fairness in Public Construction Contract Act, K.S.A. 16-1901 et seq. Design-Builder shall secure all occupational and professional licenses and permits from public and private sources necessary for the fulfillment of his/her obligations under this Agreement.

.12 Titles, Subheads, and Capitalization

Title and subheadings as used herein are provided only as a matter of convenience and shall have no legal bearing on the interpretation of any provision of this Agreement. Some terms are capitalized throughout this Agreement but the use of or failure to use capitals shall have no legal bearing on the interpretation of such terms.

.13 Severability Clause

Should any provision of this Agreement be determined to be void, invalid, unenforceable or illegal for whatever reason, such provision(s) shall be null and void; provided, however, that

the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

.14 Owner's Project Criteria

All WORK completed by the Construction Manager under the terms of this Agreement shall be warranted by the Construction Manager for a period of one (1) year unless otherwise specifically stated in the Contract Documents to be warranted for a longer period of time, including any extended warranty or special warranty period if specified in the Contract Documents. The commencement of the warranty period is the date of Substantial Completion unless specifically stated otherwise.

(The remainder of this page intentionally left blank)

In executing this Agreement, Owner and Design-BUILDER each individually represents that it has the necessary financial resources to fulfill its obligations under this Agreement, and each has the necessary corporate approvals to execute this Agreement, and perform the services described herein.

OWNER:

City of Olathe, Kansas

(Name of Owner)

(Signature)

(Printed Name)

(Title)

Date:

DESIGN-BUILDER:

Vazquez Commercial Contracting LLC

(Name of Design-Builder)

Nate Roseburrough
(Signature)

Nathan Roseburrough
(Printed Name)

Procurement Director
(Title)

Date: 7/14/2026

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney/Deputy City Attorney/
Assistant City Attorney

Caution: An original DBIA document has this caution printed in blue. This is a printable copy and an original assures that changes will not be obscured as may occur when documents are reproduced.

**CITY OF OLATHE, KANSAS
PERFORMANCE & MAINTENANCE BOND**

Bond No:7901320413

Nationwide Mutual Insurance Company, as surety ("Surety"), and Vazquez Commercial Contracting, LLC as principal ("Contractor"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Olathe, Kansas as obligee ("Owner"), in the initial amount of \$ 945,000.00, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. 4-C-036-26 to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects in a workmanlike manner, as designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract Documents, General and Technical or Special Specifications of the Contract, Plans, and any Written Addendum's or Change Orders, (hereinafter collectively referred to as the "Contract"), as may be necessary to ensure the timely completion of the Olathe Girls Softball Complex- New Restroom/Concession Facility Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to furnish this Performance and Maintenance Bond as a condition to executing the Contract with the Contractor, and has further required the Contractor to guarantee and maintain the Project work in accordance with the Contract for a period of one (1) year from the date of final payment.

It is agreed if the Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, according to the true intent and meaning in each case, and the Project improvements shall be constructed in accordance with the Contract so as to endure without defect and need of repair for a period of one (1) year from the date of final payment, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents as designated, defined and described in the Contract, and in accordance with the Olathe Technical Specifications and Design Criteria Manual) and all terms and conditions, both express and implied.
- 2) If the Owner shall provide to Surety the written notice of the Owner stating that the Contractor is in breach or default of the Contract, and that such breach or default remains uncured by the Contractor, then upon delivery of such notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Owner in writing which action it will take as permitted in Paragraph 3.

- 3) Upon the delivery of the Owner's written notice of breach or default by the Contractor as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:
- a. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own contractors or employees, approved as being acceptable to the Owner, in the Owner's sole discretion, provided, however, that Contractor will not be retained, and provided further that Owner's discretion to approve Surety's contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated with the Contractor. During this performance by the Surety the Owner will pay the Surety from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. During this performance Surety's payment and performance bond must remain in full force and effect; or
 - b. **Tender a completing contractor acceptable to Owner.** Tender a contractor, approved as being acceptable to the Owner (in the Owner's sole discretion), together with a contract for fulfillment and completion of the Contract executed by the completing contractor, to the Owner for the Owner's execution. Owner's discretion to approve Surety's completing contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated (as defined in the General Conditions of Contract) with the Contractor. Owner's discretion to approve Contractor as the completing contractor, however, shall be in Owner's sole subjective discretion. Upon execution by the Owner of the contract for fulfillment and completion of the Contract, the completing contractor must furnish to the Owner a performance and maintenance bond and a separate statutory payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The Owner will pay the completing contractor from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the Contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can utilize those sums in making timely payment to the completing contractor; or
 - c. **Tender the Full Penal Sum.** Tender to the Owner the full Penal Sum of the surety bond. The Owner will refund to the Surety without interest any unused portion not spent by the Owner procuring and paying a completing contractor or completing the construction contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or

- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
- e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE CONTRACTOR CONTENDS THAT IT IS NOT IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE WRITTEN NOTICE OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.**
- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Owner (i) all losses, costs and expenses resulting from the Contractor's breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment" or "modification" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) The Surety provides this Performance and Maintenance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
- 7) All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: Nationwide Mutual Insurance Company
Attention: Surety Bond
Street: One Nationwide Blvd, 1-14-301
City, State,
ZIP: Columbus, OH 43215

CONTRACTOR

Name: Vazquez Commercial Contracting, LLC
Attention: Estimating
Street: 3303 Gillham Rd.
City, State,
ZIP: Kansas City, MO 64109

OWNER

City of Olathe, Kansas
Attn: Tod Hueser, Project Manager
P.O. Box 768
Olathe, KS 66051-0768

with a copy to:

City Attorney's Office
P.O. Box 768
Olathe, KS 66051-0768

- 8) The recitals contained in this Performance and Maintenance Bond are incorporated by reference herein and are expressly made part of this Performance and Maintenance Bond.
- 9) This Performance and Maintenance Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 10) In the event any legal action shall be filed upon this Performance and Maintenance Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

Bonding & Insurance Solutions, LLC, 108 SE Eastridge Street, Lee's Summit, MO 64063 ,

on this, the _____ day of _____, 20__.

Contractor

Vazquez Commercial Contracting, LLC
(Typed Firm Name)

(Seal)

By:

(Signature)

Joe C. Vazquez
(Printed Name)

President
(Title)

3303 Gillham Rd.

Kansas City, MO 64109
(Address)

816-569-6869
(Phone Number)

(Date of Execution)

Surety

Nationwide Mutual Insurance Company
(Typed Firm Name)

(Seal)

By:

(Signature)

Nicole M. Johnson
(Printed Name)

Attorney-In-Fact
(Title)

One West Nationwide Blvd, 1-14-301

Columbus, OH 43215
(Address)

816-944-2233
(Phone Number)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STAFF NOTES:

1. Date of bond must not be prior to date of contract.
2. If Contractor is partnership, all partners should execute bond.
3. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
4. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.

**CITY OF OLATHE, KANSAS
STATUTORY BOND**

Bond No:7901320413

Nationwide Mutual Insurance Company a Corporation, organized under the laws of the state of Ohio, and authorized to do business in the state of Kansas, as surety ("Surety"), and Vazquez Commercial Contracting, LLC as principal ("Contractor"), enter into and execute this Bond ("Statutory Bond"), and bind themselves unto the City of Olathe, Kansas and any Beneficiary of this Statutory Bond, in the initial amount of \$ 945,000.00, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and the City of Olathe as Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. 4-C-036-26 to timely and fully provide all labor, tools, equipment and materials or supplies in conformance with generally accepted standards for quality, skill and construction of similar projects, in a workmanlike manner, designated, described and required by the Instruction to Bidders, Bid Proposal, the Contract, General and Technical or Special Specifications of the Contract, and any Written Addendum's or Change Orders, (the "Contract"), used or consumed in connection with or in or about the Olathe Girls Softball Complex- New Restroom/Concession Facility Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to guarantee payment of all labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, and all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and

WHEREAS, the Owner has required the Contractor to furnish this Statutory Bond as a condition to awarding and executing the Contract with the Contractor, to guarantee the stated obligations.

NOW THEREFORE, if the Contractor and the subcontractors of the Contractor shall pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, or the making of the Project improvements described in the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect;

The Surety and the Contractor, both jointly and severally, and for themselves, their heirs, administrators, executors, successors and assigns agree:

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract and all of the terms and conditions, both express and implied, and, without limitation, specifically including the Contractor's obligation to pay all indebtedness incurred for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project.
- 2) For purposes of this Statutory Bond, "Beneficiary" is defined as any person or entity to whom there is due any sum for labor, materials, tools, equipment or supplies furnished pursuant to the Contract for the Project that were used or consumed in connection with or in or about the Project, or whom otherwise incurred indebtedness for labor furnished, materials, tools, equipment or supplies, used or consumed in connection with or in or about the Project, and any such person or entity's assigns.

- 3) In no event is the Surety obligated hereunder for sums in excess of the Contract Sum or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner.
- 4) Upon receipt of a claim from a Beneficiary hereunder, the Surety must promptly, and in no event later than thirty (30) days after receipt of such claim, respond to such claim in writing (furnishing a copy of such response to the Owner) by:
- a. making payment of all sums not in dispute; and
 - b. stating the basis for disputing any sums not paid.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed in connection with the Project. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Contract so amended. The term "amendment" or "modification" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) **METHOD OF NOTICE.** All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: Nationwide Mutual Insurance Company
Attention: Surety Bond
Street: One West Nationwide Blvd, 1-14-301
City, State, ZIP: Columbus, OH 43215

CONTRACTOR

Name: Vazquez Commercial Contracting, LLC
Attention: Estimating
Street: 3303 Gillham Rd.
City, State, ZIP: Kansas City, MO 64109

OWNER

City of Olathe, Kansas
Attn: Tod Hueser, Project Manager
P.O. Box 768
Olathe, Kansas 66051-0768

with a copy to:

City Attorney's Office
P.O. Box 768
Olathe, KS 66051-0768

- 7) The recitals contained in this Statutory Bond are expressly made part of this Statutory Bond.
- 8) This Statutory Bond shall be governed by, and construed in accordance with, the laws of the State of Kansas without regard to its conflict of laws provisions.
- 9) In the event any legal action shall be filed upon this Statutory Bond, venue shall lie exclusively in the District Court of Johnson County, Kansas.

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IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

Bonding & Insurance Solutions, LLC, 108 SE Eastridge Street, Lee's Summit, MO 64063 ,

on this, the _____ day of _____, 20__.

Contractor

Surety

Vazquez Commercial Contracting, LLC
(Typed Firm Name)

Nationwide Mutual Insurance Company
(Typed Firm Name)

(Seal)

(Seal)

By:

By:

(Signature)

(Signature)

Joe C. Vazquez
(Printed Name)

Nicole M. Johnson
(Printed Name)

President
(Title)

Attorney-In-Fact
(Title)

3303 Gillham Rd.

One West Nationwide Blvd, 1-14-301

Kansas City, MO 64109
(Address)

Columbus, OH 43215
(Address)

816-569-6869

816-944-2233

(Phone Number)

(Phone Number)

(Date of Execution)

(Date of Execution)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of the bond.)

STAFF NOTES:

1. A Statutory Bond is required only in connection with a Contract exceeding One Hundred Thousand dollars (\$100,000.00) in accordance with K.S.A. 60-1111 as amended.
2. **Contractor** shall be responsible for ensuring this Statutory Bond is filed with the Clerk of the District Court for Johnson County, Kansas.
3. Date on bond must not be prior to date of contract.
4. If Contractor is partnership, all partners should execute bond.
5. Surety companies executing bonds must appear on the Treasury Departments most current list (Circular 570 as amended) and be authorized to transact business in the state of Kansas.
6. Accompany this bond with Attorney-in-Facts Authority from the surety company certified to include the date of the bond.

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:
ERIC DEDOVESH; NICOLE M JOHNSON; RODNEY W PADDOCK

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf on the date thereof any and all: (i) bonds and undertakings; (ii) Proposal Bonds; (ii) Letters of Surety; (iv) Consent of Surety; and (v) other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 23rd day of October, 2025.



Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF OHIO COUNTY OF FRANKLIN: ss

On this 23rd day of October, 2025, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Karen L. Karn
Notary Public, State of Ohio
No. 2018-RE-719796
Commission Expires July 7, 2028


Notary Public
My Commission Expires
July 7, 2028

CERTIFICATE

I, Lezlie F. Chimienti, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this _____ day of

2026


Assistant Secretary

Certification, pursuant to Local Rule 3.7

☒ [Pursuant to Local Rule 3.7, the undersigned hereby certifies that no portion of **City of Olathe, Kansas – Statutory Bond** was drafted/prepared using Generative A.I.)

OR

☐ [Pursuant to Local Rule 3.7, the undersigned hereby certifies that Generative A.I. was used to draft/prepare **City of Olathe, Kansas – Statutory Bond**. Specifically, [Name of A.I. tool] was used, in whole or in part, to draft/prepare this submission. The undersigned further certifies that he/she has independently verified the accuracy of every citation to the law or to the record and that any language drafted by Generative A.I., including quotations, citations, paraphrased assertions, and/or legal analysis has been included and submitted after considering the requirements of KSA 60-211 and any applicable ethical rules governing attorneys.

Respectfully submitted,

A handwritten signature in dark ink, consisting of several overlapping loops and a horizontal stroke at the bottom, positioned above a horizontal line.

APPOINTMENT OF PROCESS AGENT

KNOW ALL MEN BY THESE PRESENTS:

That pursuant to K.S.A. 16-113, as amended, Vazquez Commercial Contracting ("Contractor") does hereby appoint and designate Jodi Boyd, a resident of the State of Kansas, as and for their process agent, and hereby consents, without power of revocation, that actions may be commenced against said Contractor in any court of competent jurisdiction in Johnson County, Kansas, which might arise out of a contractual relationship with the State of Kansas or any political or taxing subdivision or unit thereof by service of process on said Contractor, and said Contractor stipulates and agrees that such service shall be taken and held in all courts to be as valid and binding as if service of process had been made upon the President or any other chief official of said corporation.

IN WITNESS WHEREOF the above named Contractor has caused these presents to be executed by its president and its secretary, and authenticated by its corporate seal at 3303 Gillham Rd, Kansas City, in said State of Missouri, this 9 day of July, 2020.

CORPORATE NAME Vazquez Commercial Contracting

By



President

SEAL

ATTEST:



Secretary

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 4818753

Business Name: VAZQUEZ COMMERCIAL CONTRACTING, LLC

Type: Foreign Limited Liability Company

Jurisdiction: Missouri

was filed in this office on May 16, 2014, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day July 08, 2026.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE



GUARANTEED MAXIMUM PRICE PROPOSAL

Design-Build Construction Services

Olathe Restroom/Concession Facility Olathe Girls Softball Complex

Client / Owner	Olathe Parks and Recreation / City of Olathe
Project Location	Olathe Softball Complex, 13901 W 151st, Olathe, KS 66062
Proposal Date	May 30, 2026
Charrette Date	May 8, 2026
Design-Builder	Vazquez Commercial Contracting, LLC (VCC)
GMP Amount	\$945,000.00 (Nine Hundred Forty-Five Thousand Dollars and Zero Cents)

Prepared by Vazquez Commercial Contracting, LLC

A Total Small Business - MBE & DBE Certified Company

VAZQUEZ | WE BUILD IT.™

May 30, 2026

Olathe Parks and Recreation / City of Olathe

RE: Design-Build Guaranteed Maximum Price Proposal - Olathe Restroom/Concession Facility

Vazquez Commercial Contracting, LLC ("VCC") is pleased to submit this Design-Build Guaranteed Maximum Price (GMP) Proposal for the new restroom and concession facility at the Olathe Girls Softball Complex. This proposal has been prepared from the design charrette work description, preliminary proposal, and conceptual schematic information currently available.

VCC proposes to provide design-build services, preconstruction coordination, procurement, construction management, trade coordination, closeout, and post-construction support for a GMP of \$945,000.00 (Nine Hundred Forty-Five Thousand Dollars and Zero Cents). The GMP is based on the project scope, assumptions, exclusions, schedule, and document basis described in this proposal.

The intent of this proposal is to provide the City of Olathe with one coordinated design-build delivery strategy for a public-use concession/restroom facility while maintaining budget control, schedule alignment, and clear division-by-division scope responsibility.

Sincerely,

Nathan Roseburrough

Procurement Director

Vazquez Commercial Contracting, LLC

Nathanr@vazquezcc.com

1. Executive Summary

VCC understands that the City of Olathe intends to deliver a new concession and restroom facility under an expedited design-build approach. The project is located at the Olathe Softball Complex and is intended to support general public use at the Olathe Girls Softball Complex. Conceptual planning indicates an approximately 1,795 SF single-unit facility with a concession area, restrooms, support/storage spaces, covered patio interface, and accessible amenities.

The current project budget target and GMP amount is \$945,000.00. This proposal establishes the design-build basis for that GMP and identifies the scope included by VCC, known owner-furnished or owner-performed work, assumptions, exclusions, and schedule criteria.

2. Project and Document Basis

Project Name	Olathe Restroom/Concession at Olathe Girls Softball Complex
Project Number	TBD
Owner / Client	Olathe Parks and Recreation / City of Olathe
Location	Olathe Softball Complex, 13901 W 151st, Olathe, KS 66062
Delivery Method	Design-build delivery with a Guaranteed Maximum Price based on current conceptual scope and coordinated trade assumptions
Authority Having Jurisdiction	City of Olathe
Documents Used	Design-Build Construction Charrette dated 5/8/2026; Preliminary Proposal for Construction Services; Conceptual Schematic layout provided for GMP development
Schedule Basis	Award May-June 2026; design kickoff June 2026; construction start November 2026; substantial completion by March 2027

3. Guaranteed Maximum Price

VCC GMP Amount: \$945,000.00 (Nine Hundred Forty-Five Thousand Dollars and Zero Cents)

This GMP is intended as a not-to-exceed contract amount for the design-build work described herein, subject to the assumptions, exclusions, allowances, owner decisions, and final contract terms. Final schedule of values will be developed and reconciled with the final design documents and subcontractor/vendor buyout.

GMP Cost Allocation / Schedule-of-Values Basis	Amount
Design, Preconstruction, Permitting Coordination, General Requirements, Bonds, Insurance, Closeout	\$165,000
Existing Conditions, Demolition, Building Footprint Earthwork, and Utility Coordination	\$50,000
Concrete Foundations and Slab-on-Grade	\$95,000
Masonry, Structural Metals, Wood Trusses, Blocking, and Sheathing	\$140,000
Roofing, Moisture Protection, Fascia, Gutters, Downspouts, Sealants	\$65,000
Openings, HM Doors/Frames, Hardware, Coiling Doors, Window, Louvers	\$60,000
Finishes, Specialties, Partitions, Accessories, Signage, Stainless Countertop	\$80,000
Plumbing Systems and Fixtures	\$110,000
HVAC Systems and Ventilation	\$75,000
Electrical, Lighting, Power, Tornado Siren Temporary Feed, PA System	\$80,000
Schematic Design and Unforeseen Condition Contingency	\$25,000.00
Total GMP w/Contingency	\$945,000.00

The allocation above is a GMP budgeting and schedule-of-values basis for proposal purposes. It is not intended to limit VCC means and methods or final cost coding, provided the total GMP and accepted scope requirements are maintained.

4. Design-Build Services Included

- **Preconstruction Services:** Site review, conceptual design verification, budget validation, value engineering, subcontractor/supplier screening, master schedule development, long-lead identification, and ongoing budget/schedule option review.
- **Design Phase Services:** Engagement and coordination of required architectural and engineering design services, excluding Owner-provided site survey, topographic mapping/topo maps, boundary mapping, ~~staking~~, utility locates, and geotechnical services described herein; code compliance coordination; City of Olathe requirement coordination; development guideline coordination; permit coordination; and design-change cost/schedule input.
- **Bid and Procurement Phase Services:** Subcontractor and vendor procurement, site visits as required, RFI and addenda coordination, proposal validation, due diligence, and competitive solicitation for trades not self-performed by VCC when applicable.
- **Construction Phase Services:** Project management, superintendent oversight, weekly meetings, meeting minutes, CPM schedule management, three-week look-ahead schedules, safety planning, daily reporting, subcontractor/vendor management, RFI/submittal coordination, change order review, quality control, inspections, punch list, and turnover coordination.
- **Post-Construction Services:** Lien waiver coordination, final accounting support, closeout documents, O&M manuals, owner training, key turnover, as-built coordination, warranty management, and warranty inspection coordination.

5. Scope of Work Summary by Division

Division	Included Scope / Basis
Div. 01 - General Requirements	Construction barricades, signage, project management, superintendent, design fees, permitting coordination, temporary facilities/access, construction aids, coordination with Owner-provided survey, staking , geotechnical, and utility locate information, and storage.
Div. 02 - Existing Conditions	Demolition of existing structures within the new building footprint including footings/foundations/slab-on-grade; utility disconnects; MEP safe-off; protection of covered seating slab-on-grade to remain.
Div. 03 - Concrete	Standard footings, foundations, and slab per conceptual schematic design, including coordination with underslab MEP and structural requirements.
Div. 04 - Masonry	Standard CMU block structure walls, approximately 9 ft AFF, non-insulated, square corners, interior and exterior masonry.
Div. 05 / 06 - Metals and Wood	Masonry embeds, anchors, truss brackets, miscellaneous connectors, wood truss system, blocking, and wood roof sheathing.
Div. 07 - Thermal and Moisture Protection	Standing seam metal roof, metal wrapped fascia, expansion/control joints, gutters, downspouts, and miscellaneous caulking.
Div. 08 - Openings	Hollow metal doors and frames with masonry heads, standard hardware package, HM glazed office window, two coiling doors, louvers, and vents.
Div. 09 / 10 / 12 - Finishes, Specialties, Furnishings	Pre-catalyzed epoxy exterior walls, sealed concrete floors, cove base, painted gypsum board ceiling, exterior masonry sealer, fire extinguisher, HDPE partitions, bath accessories, signage, and stainless countertop at coiling counter doors.
Div. 22 - Plumbing	Porcelain restroom fixtures including 10 water closets, 6 lavatories, 2 urinals, water heater, two-compartment freestanding kitchen sink, waste/supply/vent, drinking fountains, floor drains, condensate drains, irrigation backflow relocation to mechanical room, and under-sink grease trap. Irrigation backflow scope is limited to interior/mechanical-room work; exterior irrigation piping, routing, relocation, repair, and modifications outside the building footprint are excluded and assumed Owner-furnished/Owner-performed unless specifically added by written change order or GMP amendment.
Div. 23 - HVAC	VRF 4-head heat/cool system with one condenser, EVAP in concession, umpire office, men and women restrooms, electric heaters in mechanical/storage/two family restrooms, two-pipe system, stand-alone stat, restroom exhaust, and concession fans.
Div. 26 - Electrical	Electrical demolition, temporary power feed to JOCO tornado siren, existing feeder interception/reuse, new transformer and panelboard, re-power storage shed, maintenance shed and tornado siren, exterior and interior lighting, power to one irrigation controller, general power, and HVAC connections.
Div. 27 - Communications	One new stand-alone PA system using over-the-counter spec-grade equipment.
Div. 31 / 32 / 33 - Sitework and Utilities	Limited structural excavation, backfill, hauling, and underslab utility coordination associated with the building footprint only. Rough/fine site grading, site paving, entry concrete paving, retaining walls, exterior storm drainage, landscaping, irrigation, fencing, and utility work outside the building footprint are excluded unless added by written change order or GMP amendment.

Divisions with No Current Scope	Divisions 00, 13, 14, 21, 25, 28, 34, 40, 41, 42, 43, 44, 46, and 48 have no identified scope and are excluded unless specifically added by written change order or GMP amendment.
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6. Owner-Furnished / Owner-Performed Items

- FF&E is assumed Owner-furnished / Owner-installed (OFOI), with VCC coordinating rough-ins and supports only where specifically required by the final design and accepted scope.
- Exterior paving and site concrete outside the building footprint, including restroom entry concrete paving, are assumed Owner-furnished / Owner-performed unless specifically added by written change order or GMP amendment.
- Fence relocation, new fence, gates, landscaping, site restoration, irrigation modifications, and other exterior site improvements outside the building footprint are assumed by Owner unless later reconciled into VCC scope by written change order or GMP amendment.
- Utilities and civil/sitework outside the building footprint are assumed by Owner. VCC scope is limited to the building footprint except for specifically identified electrical feeder/siren re-feed coordination under Div. 26; associated trenching, excavation, restoration, or civil/sitework outside the building footprint is excluded unless specifically added by written change order or GMP amendment.
- Site survey, topographic mapping/topo maps, boundary mapping, ~~staking~~, utility locates, and geotechnical investigation/reporting are assumed Owner-furnished / Owner-provided. VCC will rely on Owner-provided survey, locate, ~~staking~~, and geotechnical information for design, permitting, layout, and construction coordination.
- Owner decisions, standards, final fixture/accessory criteria, and operations constraints must be provided in a timely manner to maintain the GMP and schedule.

7. Clarifications, Assumptions, and Exclusions

Item	Clarification / Assumption
Conceptual Basis	This GMP is based on conceptual schematic information and the design charrette scope. Final design changes that materially affect scope, quantity, dimensions, code compliance, site conditions, or owner requirements may require GMP adjustment.
Prevailing Wage / Tax Exempt	The project is assumed to be subject to prevailing wage requirements and tax exempt. Sales/use tax impacts are excluded unless tax exemption is not available or contract documents require otherwise.
Permits / AHJ	Permit coordination and procurement are included. Extraordinary permit fees, utility impact fees, offsite improvements, or AHJ-directed scope not identified in the documents are excluded unless specifically added.
Existing Conditions	Existing covered seating slab-on-grade is to remain. No relocation of existing utilities is included except where specifically described. VCC will rely on Owner-provided utility locates and survey information. Unknown, unmarked, or incorrectly marked utilities, hazardous materials, unsuitable soils, rock, contaminated materials, dewatering, or subsurface conditions are excluded.
Survey / Topographic Mapping / Staking / Geotechnical	Site survey services, topographic mapping/topo maps, boundary mapping, staking , utility locates, and geotechnical investigation/reporting are excluded from VCC's scope and are assumed Owner-provided. VCC will rely on the accuracy, completeness, and timely delivery of Owner-provided survey, staking , utility locate, and geotechnical information. Revisions, redesign, remobilization, delays, or additional work caused by incomplete or inaccurate Owner-provided information shall be addressed by written change order or GMP amendment.
Soils and Foundations	Concrete scope assumes suitable soils and standard foundation/slab systems consistent with conceptual design and Owner-provided geotechnical information. Geotechnical recommendations that require additional foundations, over-excavation, stabilization, import/export, undercut, or other additional work are excluded unless added by written change order or GMP amendment.
Fire Suppression / Security	No fire suppression or electronic safety/security scope is included unless required by final code review, AHJ, Owner standards, insurance requirements, or written Owner direction.
Design Criteria	Final design criteria will be based on applicable codes, AHJ requirements, Owner input, and coordinated trade submittals. No specific Owner preferred manufacturers are assumed unless directed during design development.
Schedule	Schedule assumes timely award, design kickoff, permitting, Owner decisions, Owner-provided survey/ staking /geotechnical/utility locate information, submittal approvals, utility coordination, and trade release. Softball season impacts and Owner operations must be coordinated during final schedule development. Delays caused by weather, permitting/AHJ review, utility companies, Owner decisions, Owner operations, late or incomplete Owner-provided survey/ staking /geotechnical/utility locate information, procurement delays, or unforeseen conditions shall entitle VCC to appropriate schedule extensions and, where applicable, cost adjustment by written change order or GMP amendment.

Item	Clarification / Assumption
Change Management	Scope changes, design revisions outside the stated basis, unforeseen conditions, owner-directed upgrades, or delayed decisions that affect cost or schedule will be addressed by written change order or GMP amendment.
Liquidated Damages / Delay Damages	This GMP Proposal is expressly conditioned on the exclusion of liquidated damages. VCC does not include, accept, or assume any liquidated damages, delay damages, penalties, consequential damages, lost revenue, loss of use, special damages, indirect damages, or similar Owner or third-party damages. Schedule dates are planning and coordination targets only and shall not be interpreted as guaranteed completion dates unless separately negotiated and expressly accepted in the final executed agreement.
Sitework Outside Building Footprint	VCC scope is limited to work within the new building footprint only, except for specifically identified Div. 26 electrical feeder/siren re-feed coordination. Civil/sitework outside the building footprint is excluded, including but not limited to mass grading, site demolition, site paving, sidewalks, curbs, entry concrete paving, fencing, gates, landscaping, irrigation modifications, stormwater work, retaining walls, exterior drainage improvements, utility extensions, utility relocations, utility repairs, utility upgrades, offsite improvements, and restoration or replacement of existing site improvements outside the building footprint. Any such work required by the Owner, AHJ, utility provider, code review, existing conditions, or final design shall be treated as Owner-furnished/Owner-performed or added by written change order/GMP amendment.
Irrigation Backflow / Exterior Irrigation	VCC scope includes only the irrigation backflow relocation to the mechanical room as specifically identified in Div. 22. Exterior irrigation piping, routing, relocation, repair, controls, sleeves, restoration, and modifications outside the building footprint are excluded and assumed Owner-furnished/Owner-performed unless specifically added by written change order or GMP amendment.
Accessible Route / ADA Site Improvements	Exterior accessible route and ADA site improvements outside the building footprint are excluded unless specifically added. Excluded items include accessible parking upgrades, striping, signage outside the building, curb ramps, sidewalks, exterior ramps, handrails, detectable warnings, path-of-travel improvements, and other accessibility-related site improvements beyond the building footprint.
Utility Capacity / Provider Costs	Utility provider fees, meter fees, tap fees, impact fees, utility company design or engineering charges, primary power work, transformer or service upgrades by utility companies, utility capacity upgrades, utility company delays, and utility extensions or relocations outside the building footprint are excluded unless specifically included or added by written change order/GMP amendment.
Concession Equipment / FF&E	Kitchen, food service, and concession equipment are excluded unless specifically identified in the included scope. Excluded items include appliances, refrigeration, ice machines, POS systems, shelving, smallwares, menu boards, beverage systems, owner-furnished equipment, and any grease interceptor or hood/fire-suppression system beyond the under-sink grease trap specifically identified in the plumbing scope.
Testing / Inspections	Geotechnical services and reporting, site survey, topographic mapping/topo maps, boundary mapping, staking , utility locates, compaction testing, concrete testing, special inspections, third-party commissioning, environmental testing, hazardous material testing, and other third-party testing or inspection services are excluded and assumed Owner-provided unless specifically required by the final executed agreement.
Warranty	VCC warranty is limited to a standard one-year workmanship warranty from substantial completion, with manufacturer warranties passed through to the Owner where applicable. Warranty excludes normal wear and tear, abuse, vandalism, lack of maintenance, Owner-furnished items, work by others, systems altered by others, and damage caused by site conditions or Owner operations outside VCC control.

8. Preliminary Schedule

VCC anticipates an expedited design-build schedule coordinated around softball season constraints, permitting, and trade procurement. The following schedule is based on the documents reviewed and is subject to final contract award, Owner decisions, permit timing, AHJ review, weather, utility coordination, and long-lead procurement.

Milestone	Target Date / Basis
Award / Notice to Proceed	May-June 2026
Design Kickoff and Owner Criteria Confirmation	June 2026
Design Development / Pricing Reconciliation / Permitting	June-October 2026
Construction Start	November 1, 2026 / November 2026
Substantial Completion / Turnover Target	March 1, 2027 to mid-March 2027

9. Conceptual Schematic Area Basis

The conceptual schematic used for GMP development identifies the major program spaces and approximate relationships shown below. The plan includes concession, storage, office/umpire storage, mechanical, two family restrooms, women's restroom, men's restroom, accessible drinking fountains, and a covered-area interface. Final design development must maintain the overall GMP basis or be reconciled before construction release.

Program Area	Conceptual Basis
Concession	Approximately 264 SF shown on concept plan
Storage	Approximately 123 SF shown on concept plan
Office & Umpire Storage	Approximately 127 SF shown on concept plan
Mechanical	Mechanical room included between support and restroom areas
Family Restrooms	Two single-user family restroom spaces shown on concept plan
Women's Restroom	Approximately 309 SF shown on concept plan
Men's Restroom	Approximately 243 SF shown on concept plan
Overall Building	Approximately 1,795 SF +/- per preliminary proposal; final plan dimensions to be confirmed by design documents

10. Acceptance

By signing below, Owner authorizes VCC to proceed with design-build services and construction activities consistent with this proposal, subject to mutually agreed final contract terms and any required public entity approval procedures. This proposal is intended to be incorporated into the final design-build agreement as the current GMP basis.

OWNER: Olathe Parks and Recreation / City of Olathe

DESIGN-BUILDER: Vazquez Commercial Contracting, LLC

Authorized Signature: _____

Authorized Signature: _____

Printed Name / Title: _____

Printed Name / Title: _____

Date: _____

Date: _____

Attachment A - Conceptual Schematic

Included for GMP basis and design-build coordination. Final construction documents will govern final dimensions, code compliance, and trade coordination.

