

**AMENDMENT NO. 4 TO AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AS CONSTRUCTOR
(COST OF THE WORK PLUS A FEE WITH GUARANTEED MAXIMUM PRICE)**

ARTICLE 1 – PURPOSE

- 1.01 Pursuant to Paragraph 4.02.K of the Agreement dated June 5, 2024 between the City of Olathe, Kansas (“Owner”) and Crossland Heavy Contractors, Inc. (“Construction Manager”) for construction of the West Cedar Creek Sewer Interceptor Project (1-C-011-24), the Owner and Construction Manager establish a guaranteed Maximum for the Work as set forth below.
- 1.02 For the purposes of this Amendment No. 4 the Work is defined as all work identified in GMP #4 and described in the Contract Documents.

ARTICLE 2 – GENERAL PROVISIONS

2.01 *Contents*

- A. Pursuant to Paragraph 3.01.A.7 of the Agreement, the following are identified as Contract Documents under the Agreement.
1. Technical Specifications and General Requirements (not attached but incorporated by reference) as included in the Request for Proposals bearing the following general title: West Cedar Creek Interceptor Project.
 2. Drawings (not attached but incorporated by reference) consisting of 59 sheets total bearing the following general title: West Cedar Creek Interceptor Project.
 3. Addenda (not attached but incorporated by reference) issued for development of the Guaranteed Maximum Price (numbers 1 to 1, inclusive).
 4. Exhibits to this Amendment (enumerated as follows):
 - a. Exhibit A – Construction Manager’s Guaranteed Maximum Price Proposal prepared in accordance with Paragraph 4.02.K of the Agreement.
 - b. Exhibit B – Performance & Maintenance bond (pages ___ to ___, inclusive).
 - c. Exhibit C – Statutory bond (pages ___ to ___, inclusive).
- B. The documents listed in Paragraph 2.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. The Contract Documents may only be amended, modified, or supplemented by Amendment to this Agreement during the Preconstruction Phase or through a Change Order as provided in the General Conditions during the Construction Phase.

ARTICLE 3 – CONTRACT TIMES

3.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

3.02 *Contract Times: Milestones*

- A. The Work will be substantially completed by the milestones identified below. Contract Times commence to run as provided in Paragraph SC 4.01 of the Supplementary Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 30 days after the specified milestones below. Work and milestones associated with previous GMPs remain unchanged unless specifically noted otherwise below.

1. GMP #4 – All Bid Packages: December 31, 2026

3.03 *Liquidated Damages*

- A. Construction Manager and Owner recognize that time is of the essence as stated in Paragraph 3.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 3.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Construction Manager agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Construction Manager shall pay Owner \$500.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 3.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Construction Manager shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Construction Manager shall pay Owner \$500.00 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive and will not be imposed concurrently.

ARTICLE 4 – GUARANTEED MAXIMUM PRICE

- 4.01 The total cost for Work provided pursuant to this Amendment is \$ 4,525,586.00. Owner shall pay Construction Manager for completion of the Work in accordance with the Contract Documents in current funds the Total GMP amount as shown below:

GMP #1:	\$ 1,543,553.00	Amendment No. 1
GMP #2:	\$ 30,044,776.00	Amendment No. 2
GMP #3:	\$ 4,781,574.00	Amendment No. 3
<u>GMP #4:</u>	<u>\$ 4,525,586.00</u>	<u>Amendment No. 4 (this amendment)</u>
Total GMP:	\$ 40,895,489.00	

- 4.02 A list of clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price, pursuant to Paragraph 4.02.K.6 of the Agreement, is set forth in Exhibit A attached hereto.

ARTICLE 5 – CONSTRUCTION MANAGER’S REPRESENTATIONS

5.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Construction Manager has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Construction Manager has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Construction Manager is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Construction Manager has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, if any.
- E. Construction Manager has considered the information known to Construction Manager itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Construction Manager; and (3) Construction Manager’s safety precautions and programs, if any such reports and drawings are so identified.
- F. Based on the information and observations referred to in the preceding paragraph, Construction Manager agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Construction Manager is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Construction Manager has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Construction Manager has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Construction Manager.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Construction Manager’s entry into this Contract constitutes an incontrovertible representation by Construction Manager that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

IN WITNESS WHEREOF, Owner and Construction Manager have signed this Amendment to the Agreement.

OWNER:

City of Olathe, Kansas

By: _____

Title: Mayor

Attest: _____

Title: _____

Address for giving notices:

P.O. Box 768

Olathe, KS 66051

CONSTRUCTION MANAGER:

Crossland Heavy Contractors, Inc.

By:  Erick Lowe

Title: VP/Division Manager
(If Construction Manager is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: 

Title: SENIOR PROJECT MANAGER

Address for giving notices:

License No.: _____

(where applicable)

Agent for service of process:

If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Approved as to form:

City Attorney or Deputy/Assistant City Attorney



West Cedar Creek Sewer Interceptor

GMP 4 Submission

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CROSSLAND HEAVY CONTRACTORS

501 South East Ave.
Columbus, KS 66725
Tel: 620.429.1410

June 27, 2025
Aaron Wasko & Nicole Woods
Project Managers
West Cedar Creek Sewer Interceptor
City of Olathe, Kansas

RE: West Cedar Creek Sewer Interceptor – GMP #4

Mr. Wasko and Ms. Woods,

Crossland Heavy Contractors is pleased to present to you the GMP #4 for the West Cedar Creek Sewer Interceptor project based on design documents provided by the Trekk Design Group / Allgeier Martin & Associates Design Team. The basis of the GMP as presented has been developed based on the following documents being submitted within the GMP. Below is the summary of costs for consideration of approval with a GMP 4 amount of **\$4,525,586** bringing your Combined GMP Total to \$40,895,489.

Total Cost of Work =	\$5,723,678
VE Deduct =	(\$1,783,743)
Revised Total Cost of Work =	\$3,939,935
General Conditions Fee (7% of Cost of Work) =	\$275,795
Construction Managers Fee (5.75% of Total Cost of Work) =	\$242,404
Bonds & Insurance Fee (1.6% of Total Cost of Work) =	\$67,452
Contingency Including 5.75% CM Fee =	\$0
GMP 4 Total =	\$4,525,586

GMP Summary	
GMP 1	\$1,543,553
GMP 2	\$30,044,776
GMP 3	\$4,781,574
GMP 4	\$4,525,586
Combined Project Total	\$40,895,489

Please call or email with questions or concerns regarding the Guaranteed Maximum Price Proposal.

Respectfully,

Ryan Adler
Director of Pre-Construction
479-721-5082
radler@heavycontractors.com
Crossland Heavy Contractors

Statement of Estimated Cost

WEST CEDAR CREEK SEWER INTERCEPTOR PRICING SUMMARY

		GMP 1	GMP 2	GMP 3	GMP 4	COMBINED TOTALS
ITEM	COST MODEL SUMMARY	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
A	GENERAL CONDITIONS	\$ -	\$ -	\$ -	\$ -	\$ -
B	EROSION CONTROL	\$ 189,613	\$ -	\$ 3,500	\$ -	\$ 193,113
C	TREE CLEARING	\$ 631,913	\$ -	\$ -	\$ -	\$ 631,913
D	GENERAL SITEWORK	\$ 368,500	\$ -	\$ -	\$ 360,552	\$ 729,052
E	BLASTING	\$ 53,500	\$ -	\$ -	\$ -	\$ 53,500
F	SITE IMPROVEMENTS	\$ -	\$ -	\$ -	\$ 516,250	\$ 516,250
G	PIPING SYSTEMS COMPLETE	\$ -	\$ 18,996,606	\$ -	\$ -	\$ 18,996,606
H	TRENCHLESS EXCAVATION	\$ -	\$ 4,836,492	\$ -	\$ -	\$ 4,836,492
I	INTERCEPTOR LIFT STATION	\$ -	\$ 616,378	\$ 3,991,701	\$ 4,708,426	\$ 9,316,505
YY	SUBCONTRACTOR BONDING	\$ 10,000	\$ 319,721	\$ -	\$ -	\$ 329,721
ZZ	SUBCONTRACTOR MOBILIZATION	\$ 52,500	\$ 379,475	\$ 44,000	\$ 138,450	\$ 614,425
VALUE ENGINEERING DEDUCTS					\$ (1,783,743)	\$ (1,783,743)
TOTAL COST OF WORK =		\$ 1,306,026	\$ 25,148,671	\$ 4,039,201	\$ 3,939,935	\$ 34,433,834
GC FEE (7.0% OF COST OF WORK) =		\$ 91,422	\$ 1,760,407	\$ 282,744	\$ 275,795	\$ 2,410,368
ESTIMATED TOTAL COST OF WORK =		\$ 1,397,448	\$ 26,909,078	\$ 4,321,945	\$ 4,215,730	\$ 36,844,202
CM FEE (5.75% OF COST OF WORK) =		\$ 80,353	\$ 1,547,272	\$ 248,512	\$ 242,404	\$ 2,118,542
BONDS & INSURANCE FEE (1.6% OF COST OF WORK) =		\$ 22,359	\$ 430,545	\$ 69,151	\$ 67,452	\$ 589,507
CONTINGENCY INCLUDING 5.75% FEE =		\$ 65,751	\$ 1,135,521	\$ 141,966	\$ -	\$ 1,343,238
PROJECT TOTAL =		\$ 1,543,553	\$ 30,044,776	\$ 4,781,574	\$ 4,525,586	\$ 40,895,489

Allowances

West Cedar Creek Sewer Interceptor – Allowance & Alternate Items

Allow. #:	Allowance Descriptions	Unit	Qty	Unit Price	Cost
D6	LIFT STATION LANDSCAPING WATERING	LS	1	\$25,000	\$25,000
D9	DEMOLITION - CEDAR LAKE LIFT STATION	1	LS	\$100,000	\$100,000
I1.1	LIFT STATION - FIRE PREVENTION EQUIPMENT	1	LS	\$3,500	\$3,500
I12.5	LIFT STATION - CONCRETE	1	LS	\$200,000	\$200,000
I31.1	LIFT STATION - ODOR CONTROL SYSTEM - DUCTWORK	1	LS	\$150,000	\$150,000

Description and Recommendation of Allowance Items:

1. LIFT STATION LANDSCAPING – D6
 - a. This allowance item has been included to allow for the maintenance & watering of the landscaping at the new lift station.
2. DEMOLITION - CEDAR LAKE LIFT STATION – D9
 - a. This allowance item has been included to allow for the demolition of the existing Cedar Lake Lift Station.
3. LIFT STATION - FIRE PREVENTION EQUIPMENT – I1.1
 - a. This allowance item has been included to allow for the procurement of the fire extinguishers and cabinets required for fire prevention in the lift station building.
4. LIFT STATION – CONCRETE – I12.5
 - a. This allowance item has been included to allow for the construction of concrete elements associated with the lift station that were not bid out and may need further design. These items include the drilled piers at the valve vault, grade beams, and the electrical room deck.
5. LIFT STATION - ODOR CONTROL SYSTEM - DUCTWORK – I31.1
 - a. This allowance item has been included to allow for the construction of the ductwork associated with the odor control system as it requires further specification.

**Construction Manager
Statement of Intended Self-
Perform Bid Packages**

Construction Manager Intended Self-Perform Bid Packages

Crossland Heavy Contractors Intends to self-perform the following bid packages:

1. Structural Concrete
2. Miscellaneous Metals
3. Process Equipment Installation

Assumptions & Clarifications

West Cedar Creek Sewer Interceptor

General Assumptions & Clarifications:

- 1) Pricing and schedule are contingent upon Olathe City Council's approval of GMP No. 4 on 07/15/2025.
- 2) Taxes are not included in the GMP.
- 3) Prevailing Wage rates are not included in this GMP.
- 4) VE Item – Bore Alternate for HDD is for a 36" Casing; however, the plans call for it to be a 42" Casing Pipe.
- 5) The Davit Crane Arm is not included in the GMP.
- 6) The City of Olathe shall provide the water meter and waive fees for the tap.
- 7) All material testing and compaction testing is excluded.