

**AMENDMENT ESTABLISHING
GUARANTEED MAXIMUM PRICE
UNDER AGREEMENT BETWEEN OWNER AND DESIGN-BUILDER**

1. The City of Olathe ("Owner") and Turner Construction ("Design-Builder") entered into an Agreement dated September 19, 2024, for the design and construction of the Police Firing Range, Project No. 6-C-017-23 ("Project").
2. Pursuant to Section 6.6.2 of the Agreement, this Amendment incorporates the following terms into the Agreement. To the extent any terms set forth in this Amendment conflict with the Agreement, the terms in this Amendment shall govern.
3. The Design-Builder has submitted to Owner the GMP Proposal pursuant to Section 6.6.2.1 of the Agreement.
4. The Owner has reviewed the GMP Proposal, the parties have reconciled the Owner's Comments pursuant to Section 6.6.2.2 of the Agreement, and the Owner has accepted the GMP Proposal as reconciled. The conformed, reconciled GMP Proposal is attached to this Amendment at **Exhibit 1** and is incorporated as if fully set forth herein.
5. The Parties are ready to amend the agreement pursuant to Section 6.6.2.3 of the Agreement to establish the GMP.
- 6.

Consistent with the GMP Proposal, the parties hereby establish the following Commercial Terms:

Guaranteed Maximum Price	\$12,113,291
Cost of the Work	\$11,243,407
Design-Builder's Lump Sum Fee	\$578,457
Lump Sum General Conditions Costs	\$780,000
Cost of the Work Contingency	\$Below.
Design-Builder's Contingency	\$291,427
Substantial Completion Date	July 8, 2026
Final Completion Date	August 8, 2026

7. Other Commercial Terms are set forth pursuant to **Exhibit 1**.
8. Pursuant to Section 10.2 of the Agreement, Design-Builder shall provide a Performance and Maintenance Bond and Payment Bond (Statutory Bond) each equal to one hundred percent (100%) of the amount of the Guaranteed Maximum Price set forth above. Such bonds shall be in substantially the form as set forth in **Exhibit 2** to this Amendment

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

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed on the date set forth below.

OWNER:

City of Olathe

(Signature)

(Printed Name)

(Title)

(Date)

ATTEST:

City Clerk


(SEAL)

APPROVED AS TO FORM:

Assistant City Attorney

DESIGN-BUILDER:

Turner Construction



(Signature)

MATTHEW J. MAKES

(Printed Name)

VP + GENERAL MANAGER

(Title)

AUGUST 14, 2025

(Date)

EXHIBIT 1
GMP PROPOSAL

(The rest of this page is intentionally left blank. Exhibit follows.)

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EXHIBIT A - COST SUMMARY

BID PACKAGE NAME			Gross SF =	88,096
			Cost	Cost / SF
01.01	General requirements	Turner Construction	\$295,875	\$3.36
03.01	Building & structural concrete	George J. Shaw	\$255,661	\$2.90
04.01	Masonry	Midwest Masonry	\$44,500	\$0.51
05.01	Structural steel & miscellaneous metals	HME	\$14,336	\$0.16
06.01	General trades	4 Gen Construction	\$63,831	\$0.72
06.02	Architectural woodwork (Furnish casework & furnish/install of tops)	RCS	\$45,557	\$0.52
07.02	Waterproofing / joint sealants	Flynn	\$40,130	\$0.46
08.01	Doors / frames / hardware (Furnish)	Topeka Foundry	\$38,226	\$0.43
08.02	Glass / glazing	Janssen Glass	\$19,272	\$0.22
09.01	Metal framing / drywall / ceilings / frame install / blocking / sheathing	4 Gen Construction	\$147,018	\$1.67
09.03	Carpet / vct / sheet flooring / resilient base	Image Flooring	\$15,764	\$0.18
09.02	Painting / wallcovering	4 Gen Construction	\$19,804	\$0.22
09.06	Resinous flooring	Desco	\$7,750	\$0.09
10.01	Specialties	CWA	\$10,837	\$0.12
10.02	Signage	TBD	\$30,000	\$0.34
10.03	Anodized Signage	Star Signs	\$2,850	\$0.03
10.05	Flagpoles	TBD	\$24,000	\$0.27
11.03	Firing Range	TRS Range Services	\$4,862,866	\$55.20
13.01	Pre-engineered buildings & structures	HME	\$460,499	\$5.23
22.01	Plumbing	Rodriguez Mechanical Contractors	\$151,313	\$1.72
23.01	HVAC	CJ Industries	\$301,887	\$3.43
26.01	Electrical	Whatever It takes Electrical Co. [WITEC]	\$679,117	\$7.71
31.01	Earthwork	George J. Shaw	\$445,474	\$5.06
32.01	Asphalt paving	Little Joe's Asphalt	\$136,946	\$1.55
32.03	Landscaping & athletic surfaces	Turf Design	\$74,276	\$0.84
32.05	Permanent fencing	Kansas Fence	\$209,699	\$2.38
33.01	Site utilities (Storm, water & sanitary)	Site Rite	\$577,894	\$6.56
Permit	Permits		\$0	\$0.00
OR	Owner Allowance		\$200,000	\$2.27
SUBTOTAL			\$9,177,247	\$104.17
INSURANCE AND BONDING			\$536,989	\$6.10
	SUBCONTRACT DEFAULT INSURANCE	1.25%	\$114,716	\$1.30
	CCIP	2.35%	\$271,875	\$3.09
	BUILDER'S RISK INSURANCE	0.30%	\$34,707	\$0.39
	PAYMENT AND PERFORMANCE BOND	1.00%	\$115,691	\$1.31
	BID BOND (IF REQUIRED)	0.00%	\$0	\$0.00
ESCALATION AND CONTINGENCY			\$291,427	\$3.31
	DESIGN CONTINGENCY	0.00%	\$0	\$0.00
	ESCALATION	0.00%	\$0	\$0.00
	OWNER CONTINGENCY	0.00%	\$0	\$0.00
	CONSTRUCTION CONTINGENCY	3.00%	\$291,427	\$3.31
SUBTOTAL - DIRECT COSTS			\$10,005,663	\$113.58
DB SERVICES			\$1,563,478	\$17.75
	DESIGN & PRECONSTRUCTION [Less original contract & CO 1]	6.30%	\$205,021	\$2.33
	CONSTRUCTION STAFF & REIMBURSABLES		\$780,000	\$8.85
	DESIGN-BUILD FEE	5.00%	\$578,457	\$6.57
PROJECT DESIGN-BUILD GMP TOTAL			\$11,569,141	\$131.32

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		OWNER		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
GENERAL						
Land Acquisition			X			
Legal Expenses			X			Related to project approval, design, and construction.
Permits & Tap Fees	-	-	-	-	X	
Building Permit Fees					X	
Plan Review Fees					X	
Plat Fees					X	
Zoning Fees					X	
EPA, NOI/Wetlands Permit Fees					X	
Watershed Management Fee					X	
Sewer Connection Fee			X			
Sewer Usage Fees					X	
Water Connection Fees			X			
Gas Connection Fees					X	
Electrical Utility Connection Fees			X		X	
Telephone and Internet Utility Connection Fees			X			
Insurance, Bonds, and Taxes	-	-	-	-	-	
Contractor's General Liability	X					
Workers Compensation	X					
CCIP	X					
Builder's Risk	X					
Pollution Liability			X			
Professional Liability	X					TCCO PL limited to delegated design, Treanor has provided all other design related PL.
P&P Bond	X					
Subcontractor Default Insurance (Subguard)	X					
Insurance for Owner Direct Contracts			X			
Railroad Protective Liability Insurances					X	
Taxes (State, Local, and Use Tax)					X	TAX EXEMPT PROJECT
Contingencies	-	-	-	-	-	
Estimating Contingency					X	
Design Contingency					X	
Construction Contingency	X					
Project Contingency			X			
Inflation/Escalation Costs					X	
General Requirements and General Conditions	-	-	-	-	-	
Construction Cleaning	X					
Final Cleaning	X					
Protection and Safety	X					Excludes owner direct contracts/vendors.
Temporary Toilets	X					
Temporary Signage for Construction	X					
Temporary Project Identification Signage	X					
Construction Surveying	X					
Community Public Relations			X			
Travel Required for Project	X					TRS travel included in number
Construction Personnel Relocation					X	
Site Security Guard					X	
Security Badges					X	
Security Screening and Drug Testing	X					
Construction Mobilization	X					
Contractor's Site Office / Trailer	X					
Owner's Site Office / Trailer					X	
A/E's Site Office / Trailer					X	
Operations and Maintenance Training	X					
Utility Service Charges/Consumption During Construction	X					Reimbursable job cost included in general requirements.
Utility Service Charges/Consumption After Substantial Completion			X			
Document Printing & Mail (Electronic)	X					
BIM Coordination					X	
Prevailing Wage Rates					X	
M/W/DBE Utilization Requirements					X	
Operating Supplies & Equipment			X			
Move-In / Startup Costs / Pre-Opening Operation Costs			X			
SITE INVESTIGATION						
Soils Borings			X			
Exploratory Investigation			X			
Environmental Audit			X			
Hazardous Contamination Reports			X			
Hazardous Material Abatement			X			
Regulatory Fees			X			
Environmental Cleanup			X			
Property Survey			X			
Soil RHO Value testing			X			
PROFESSIONAL FEES						
A/E Fees and Reimbursable	X					
Architectural	X					
Structural	X					
MEP Consultants	X					
Civil/Site/Utilities	X					
Landscape	X					
Interior Design	X					
Acoustical					X	
Exterior Envelope Consultant					X	
Restaurant / Kitchen Consultant					X	
LEED Certification					X	
Testing and Inspections			X			
Test & Balance	X					
Commissioning Support					X	
Commissioning Agent					X	
Security Consulting			X			
Owners Representative			X			
Risk Assessment			X			

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		OWNER		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
BUILDING DEMOLITION AND PATCHING						
On-site Demolition of Existing Buildings					X	
Hazardous Material Removal and Abatement			X			If required
FOUNDATIONS						
Foundations	X	X				
Slab on Grade	X	X				
STRUCTURAL FRAME						
Structural Frame	X	X				
ROOFING AND WATERPROOFING						
Roofing	X	X				
Waterproofing of Elevator Pits					X	
Roofing Mounted Equipment for Building Façade Cleaning					X	
EXTERIOR WALL						
Exterior Wall Systems - PEMB	X	X				
Building Signage	X	X				\$15,000 allowance included.
INTERIOR CONSTRUCTION						
Interior Walls & Doors	X	X				
Finishes	X	X				
Millwork / Casework	X	X				
Interior Glazing	X	X				
SPECIAL REQUIREMENTS/EQUIP.						
Food Service & Bar Equipment	-	-	-	-	-	
Kitchen Equipment					X	
Walk in Coolers, Remote Condensing Units and Refrigerant Lines					X	
Kitchen Equipment Connections (Strainers, Tail Pieces and Pigtails Furnished with Equipment)					X	
Small Kitchen Appliances			X	X		
Kitchen Smallwares and Supplies			X	X		
Water Filters (first set only)			X	X		
Vending Machines			X	X		
Beer and Soda Conduits / Pathways					X	
Beer and Soda Tubing and Lines					X	
Appliances	-	-	-	-	-	
Refrigerators			X	X		
Microwaves			X	X		
Under Counter Ice Makers			X	X		
Dishwashers			X	X		
Laundry Equipment (Washer and Dryer)			X	X		
Toilet Partitions and Accessories	-	-	-	-	-	
Toilet Partitions and Screens					X	
Toilet Accessories	X	X				
Toilet Supplies (toiletries, soap, etc.)			X	X		
Linens and Towels			X	X		
Fire Protection and Safety Specialties	-	-	-	-	-	
Fire Extinguishers, with cabinets where indicated	X	X				
First Aid Stations, Including Defibrillators	-	-	X	X		
Wall and Door Protection	-	-	-	-	-	
Wall Protection	X	X				
Corner Guards	X	X				
Lockers and Benches	-	-	-	-	-	
Lockers					X	Cubbies are included as part of the casework package.
Benches					X	
Visual Display Surfaces	-	-	-	-	-	
Marker Boards	X	X				
Signage	-	-	-	-	-	
Code Signage	X	X				An allowance for code required signage has been included.
Room Identification Signage					X	
Building Identification Signage					X	An allowance of \$15,000 for exterior signage included above.
Monument Signage					X	
Window Treatments	-	-	-	-	-	
Mecho Shades	X	X				
Blinds					X	
Other Specialties	-	-	-	-	-	
Recessed walk-off mats					X	
Dock equipment - levelers, bumpers, and seals					X	
Window Washing Equipment					X	
FF&E	-	-	-	-	-	
Tables and Chairs			X	X		
Office Cubicles			X	X		
Other office furniture (storage shelving, file cabinets, etc)			X	X		
Office equipment (computers, phones, printers, copiers, shredders, etc)			X	X		
Area rugs			X	X		
Trash cans (other than restroom trash cans)			X	X		
Work benches and tool racks			X	X		
Janitorial equipment and supplies			X	X		
Computer Workstations			X	X		
Color Printer / Copiers / Fax Machines			X	X		
Telephone System			X	X		
Reception/Lobby Area Furniture			X	X		
Back of House Shelving			X	X		
Display Case			X	X		
Computer Server Equipment			X	X		
Interior Design Accessories			X	X		
VERTICAL TRANSPORTATION						
Elevators					X	
Elevator Maintenance after Substantial Completion					X	
Escalators					X	
Wheelchair Lifts					X	

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		OWNER		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
FIRE PROTECTION						
Fire Sprinkler System					X	
PLUMBING						
Plumbing Equipment	X	X				
Piping and Insulation	X	X				
Fixtures	X	X				
HVAC						
HVAC Equipment	X	X				
Ductwork, Piping, Accessories	X	X				
BMS / Controls	X	X				
Testing and Balancing	X	X				
Commissioning Support					X	
Commissioning					X	
ELECTRICAL						
Electrical Equipment	X	X				
Conduit, Cabling, and Devices for Power	X	X				
Conduit, Cabling, and Fixtures for Lighting	X	X				
Furnish of Special Light Fixtures					X	
Fire Alarm	X	X				
Technology & Telephone Systems Rough-in	X	X				
Technology & Telephone Systems Cabling	X	X				
Technology & Telephone Equipment & Devices			X	X		
AV Systems Rough-in	X	X				
AV Systems Cabling			X	X		
AV Systems Equipment and Devices			X	X		
Security - Card Access Systems Rough-in	X	X				
Security - Card Access Cabling			X	X		
Security - Card Access Devices			X	X		
Security - CCTV Systems Rough-in	X	X				
Security - CCTV Systems Cabling			X	X		
Security - CCTV Systems Devices			X	X		
POS Systems Rough-in					X	
POS Systems Cabling					X	
POS Systems Devices					X	
Public Address Systems Rough-in					X	
Public Address Systems Cabling and Devices					X	
Generator					X	
Commissioning Support					X	
Commissioning					X	
SITework						
Site Preparation						
Demolition of Existing Site Improvements					X	
Hazardous Material Removal and Abatement			X			
Site Clearing	X	X				
Site Grading	X	X				
Erosion Control	X	X				
Rock Excavation	X	X			X	An allowance of \$250,000 has been carried in the GMP. Beyond that, cost is \$143.75/CY
Construction Entrances, Staging, and Laydown Areas	X	X				
Temporary Fencing	X	X				
Site Improvements						
Paving	X	X				
Building sign, including power connection					X	
Exterior ground signs (Monument Sign)					X	
Directional / traffic signage					X	
Pavement markings	X	X				
Traffic control lights					X	
Off-site improvements					X	
Temporary construction signage	X	X				
Cast-in-place retaining walls					X	
Railings					X	
Guardhouse					X	
Permanent perimeter fence					X	
Generator yard screen wall					X	
Electric car stations					X	
Flagpoles	X	X				An allowance to provide 3 flagpoles has been included.
Benches (fixed)			X	X		
Benches (loose)			X	X		
Portable furniture			X	X		
Trash cans			X	X		
Outdoor maintenance equipment			X	X		
Landscaping						
Plantings (grass, trees, shrubs, etc.)	X	X				
Irrigation / Sprinkler system					X	
Spreading of on-site stockpiled topsoil	X	X				Spreading of excess soils to be on-site only. No haul off.
Final grading of topsoil	X	X				
Planting beds	X	X				
Decorative rock					X	
Landscape edging					X	
Pavers					X	
Interior plants			X	X		
Landscaping maintenance prior to Substantial Completion	X	X				
Landscape maintenance 1 year after Substantial Completion			X	X		
Site Utilities						
Storm	X	X				
Subsurface drains	X	X				
Water	X	X				Onsite only. No offsite connections included.
Sanitary	X	X				
Grease interceptor					X	
Connection of new storm, water, and sanitary to existing	X	X				

EXHIBIT B - SCOPE OF WORK RESPONSIBILITY MATRIX

SCOPE DESCRIPTION	TURNER		OWNER		EXCLUDED	NOTES
	FURNISH	INSTALL	FURNISH	INSTALL		
Gas service to meter at the building					X	Not applicable.
Gas service from meter to locations in building					X	
Conduit for primary electric service to building service entrance	X	X				
Conductors (Wire) for primary electric service to building service entrance			X	X		From electric utility-Evergy
Outdoor transformers			X	X		From electric utility-Evergy
Relocation of Existing Utilities					X	
Site Lighting						
Exterior building lighting	X	X				
Road and parking area lighting	X	X				
Landscape lighting					X	
Site Communications & Security						
Communications and security conduits / ductbanks and vaults	X	X				
Connection of new communications and security conduit to existing					X	
Communications and security cabling			X	X		
Communications and security devices and equipment			X	X		

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

These assumptions and clarifications present a written explanation clarifying the assumptions, exclusions, and other basis used in developing the Guaranteed Maximum Price (GMP) and its summary cost breakdown, as well as the Contract Time and project schedule referenced herein. Qualifications noted herein are intended to supplement the Contract Documents, clarify and document mutual understanding of any conflicting or incomplete scope or design items, and highlight dependencies on the Owner and its representatives. Where actual events on the Project differ from the Assumptions and Clarifications listed below, these differing conditions shall require adjustments to the GMP, resulting in adjustments to cost and/or schedule.

General Scope and Contract Qualifications, Clarifications, and Exclusions

- 1.) The GMP is to be a modification to the Agreement, dated September 19, 2024, and therefore will have the highest precedence.
- 2.) Design and estimating contingency are excluded. It is understood that the Owner, and Design-Builder will work together to monitor completion of the Contract Documents in accordance with the intent and scope based on these Assumptions and Clarifications. Should deviations from such intent and scope result in an increase to the GMP, Design-Builder will recommend possible solutions in order to protect the Project cost and/or schedule from increasing, and the Owner will adjust the GMP by Change Order accordingly, if necessary.
- 3.) The GMP is based on the *Contract Documents List* (Exhibit D), and these Assumptions and Clarifications.
- 4.) *Cost Summary sheet* (Exhibit A) has been included in this document for information only. Totals are not intended to be stand alone or line-item guarantees.

The Design-Builder will provide the following insurance and/or bonds for the portion of Project scope included within the GMP. The price for these are within the GMP as lump sum amounts as indicated below and will be billed in the first application for payment following the approval of the GMP. All amounts listed are subject to additions if the volume of the GMP increases, and will be added at the Fixed Rate Percentages indicated (on the total volume of the increase). Deductibles for Builder's Risk Insurance, if necessary, shall be reimbursable as cost of the work within the GMP. The GMP excludes insurance or bond coverage for Owner direct contractors.

Description	Lump Sum Amount	Fixed Rate %
Contractor Controlled Insurance Program (CCIP)	\$ 271,875	2.35%
Subcontractor Default Insurance	\$ 114,716	1.25%
Builder's Risk Insurance	\$ 34,707	.30%
Performance and Payment Bond	\$ 115,691	1%

- 5.) Design-Builder reserves the right to selectively negotiate or re-bid trade packages as necessary to maintain the final GMP.
- 6.) Fixed lump sum General Conditions of \$780,000 will be billed on equal installments for the duration of the release of construction. Starting in September 2025 through June 2026.
- 7.) The Design-Builder may self-perform General Requirements, General Conditions, Cleaning, and Safety.
- 8.) The Construction Contingency is for the Design-Builder and Owner's joint protection and is intended to cover possible additional costs for conditions not evident from the GMP documents and not quantifiable at the time of the GMP at the sole discretion of the Design-Builder. The Construction Contingency is separate from any design or project contingency the Owner may decide to carry and is not intended to be a funding source for Changes in the Scope of Work. The Construction Contingency may be used to pay for items included in the Cost of the Work. All

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

expenditures of the Construction Contingency shall be tracked by the Design-Builder, with all savings retained by the Owner at Final Completion. Permissible uses of the Construction Contingency include but are not limited to:

- a) Expediting of materials/labor beneficial to the Project but not due to an external delay.
 - b) Scope missed in subcontractor proposals or coordination of work by Design-Builder.
 - c) Scope omissions in the Contract Documents reasonably inferred.
 - d) Overtime, out of sequence work, and other acceleration costs required to maintain schedule at no fault of the Owner or Architect.
 - e) Buyout of a project scope of work that results in an overrun to a subcontract.
 - f) Additional temporary work, cleaning, safety, or protection required to maintain schedule.
 - g) Costs due to unrecoverable subcontractor defaults.
 - h) Overruns in staff and general conditions costs.
 - i) Cost to cover unidentifiable losses or damages not covered by insurance, including deductibles.
- 9.) It is understood that the Owner's direct contractors must follow the Design-Builder's safety policies and coordinate with other trades while the Design-Builder is on site as the controlling contractor. However, the Design-Builder is not responsible for the actions or performance of the Owner's contractors, and will not be included in the Design-Builder's insurance policies.
- 10.) Manufacturers' standard colors, sizes and materials have been included except where color selections have already been identified in the GMP documents.

Schedule

- 11.) The GMP based on the following activities, some of which are Owner dependent. These dates are critical schedule dates:

Description	Date
City Council Approval of the GMP	09/02/2025
Full Release to proceed with the Work prior to	09/08/2025
Selection of Targetry Vendor	10/17/2025
Substantial Completion of the Project	07/08/2026

Reference Exhibit I – *Project Schedule* for additional clarifications regarding schedule.

- 12.) The overall Project Schedule is based on 5 day work weeks (Monday through Friday), 8 hours per day, exclusive of holidays. Desing-Builder has negotiated with TRS Range Construction based on a 6 day work week 10 hours per day requiring additional onsite supervision. Per TRS Range construction work will occur on Sundays, or between 12/24/2025 and 01/02/2026.
- 13.) The GMP includes 23 weather impact days in the schedule, reasonably anticipated from NOAA historical data in the Project area, when various types work will be occurring on the project, and other project specific parameters. "Weather Days" shall be defined as days in which weather prevents critical activities from moving forward. Net impacts from Weather Days will be tracked monthly. The Weather Days noted below per month shall be used in establishing "normal" vs. "abnormal" weather conditions.

Month	Days	Month	Days	Month	Days	Month	Days
January	3	April	2	July	1	October	1
February	3	May	2	August	1	November	2
March	3	June	1	September	1	December	3

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

If abnormal weather delays the schedule, the Design-Builder will recommend expediting, overtime, and/or out of sequence work solutions to the Owner to maintain the overall GMP schedule, if possible. Costs and/or schedule adjustments due to weather delays will be added to the GMP by Change Order.

Scope Specific Qualifications, Clarifications, and Exclusions

- 14.) The following Exhibits are included in this GMP deliverable for your reference and understanding of scope that is included or excluded.
- a) Exhibit B: *Scope of Work Responsibility Matrix*. This document outlines our understanding of project scope responsibilities required of the Design-Builder and Owner. The GMP excludes all costs for Owner furnished or installed scope as outlined in this Responsibility Matrix. Unless additional clarifications are required, the scope responsibility indicated in this exhibit is not repeated in these Assumptions and Clarifications.
 - b) Exhibit E: *Allowances*. This document highlights scope that is included in the GMP as an Owner Allowance. The GMP assumes an Allowance is a dollar value assigned to a scope of work, which is known about, but has not or cannot be clearly defined with firm pricing. Allowance overages and savings will be addressed through a Change Order and not from Design-Builder contingency.
 - c) Exhibit F: *Project Schedule*.

15.) SCOPE SPECIFIC ITEMS:

A. Substructure (Foundations, Slab on Grade, and Related Systems)

1.) Assumptions / Clarifications:

- a.) Curbs are included at Islands in Asphalt parking lot.
- b.) Thickness of Shoot house pad and Footings are the same as the PEMB pad.
- c.) Insulation around the perimeter footings/spreads in both buildings R10 (2" thick)

2.Exclusions:

- a.) A \$250,000 allowance for Rock Removal has been included. Any additional rock removal by tradepartner shall be \$143.75/Cubic Yard.

B. Shell (Superstructure and Envelope)

1.) Assumptions / Clarifications:

- a.) Masonry Manufacture is Summitville think brick products: <https://summitville.com/thin-brick-products/> . Wirecut colors.

C. Interiors

1.) Assumptions / Clarifications:

- a.) Visual Display Board manufacturer included is Claridge, per specification in lieu of basis of Design "Deko" named in RFI response and addendum 1.
- b.) Fire extinguishers and cabinets are ABC 5 lbs.
- c.) There will be seams in the Stainless Steel tops due to planned countertop dimensions. Seams will be reviewed and coordinated with owner.

D. Sitework

1.) Assumptions / Clarifications:

- a.) GMP assumes the spreading of all spoils onsite. No haul off.

EXHIBIT C – ASSUMPTIONS AND CLARIFICATIONS

2.) Exclusions:

- a.) Irrigation, per design.
- b.) Warranty for plantings is excluded due to lack of irrigation.
- c.) A \$250,000 allowance for Rock Removal has been included. Any additional rock removal by tradepartner shall be \$143.75/Cubic Yard.

END OF ASSUMPTIONS AND CLARIFICATIONS

EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Number	Most Recent Update
<u>DRAWINGS</u>				
GENERAL				
G001	INDEX OF DRAWINGS	7/11/2025	1	ADDENDUM #1
G002	CODE	7/11/2025	1	ADDENDUM #1
G004	ACCESSIBILITY REQUIREMENTS	6/24/2025	0	CONSTRUCTION DOCUMENTS
CIVIL				
C100	EROSION PLAN	6/24/2025	1	ADDENDUM #1
C101	EROSION CONTROL DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
C200	SITE PLAN	6/24/2025	1	ADDENDUM #1
C201	DIMENSIONAL CONTROL PLAN	6/24/2025	1	ADDENDUM #1
C300	GRADING PLAN	6/24/2025	1	ADDENDUM #1
C301	GRADING PLAN - NORTH	6/24/2025	1	ADDENDUM #1
C302	GRADING PLAN - CENTRAL	6/24/2025	1	ADDENDUM #1
C303	GRADING PLAN - SOUTH	6/24/2025	1	ADDENDUM #1
C400	UTILITY PLAN	6/24/2025	2	ADDENDUM #2
C401	STORMWATER DRAINAGE PLAN	7/11/2025	0	ADDENDUM #1
C500	DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
LANDSCAPE				
L100	LANDSCAPE PLAN	7/11/2025	0	ADDENDUM #1
STRUCTURAL				
S001	GENERAL NOTES	6/24/2025	0	CONSTRUCTION DOCUMENTS
S100	FOUNDATION PLAN	6/24/2025	0	CONSTRUCTION DOCUMENTS
S200	FOUNDATION SECTIONS	6/24/2025	0	CONSTRUCTION DOCUMENTS
ARCHITECTURE				
A001	GENERAL NOTES/ABBREV	6/24/2025	0	CONSTRUCTION DOCUMENTS
A005	PARTITION DETAILS AND NOTES	6/24/2025	1	ADDENDUM #1
A010	SITE PLAN	6/24/2025	0	CONSTRUCTION DOCUMENTS
A011	SITE DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
A012	SITE DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
A101	PLANS, ELEVATIONS, AND SECTIONS	6/24/2025	2	ADDENDUM #2
A104	RANGE DETAILS	6/24/2025	1	ADDENDUM #1
A311	WALL SECTIONS	6/24/2025	1	ADDENDUM #1
A401	ENLARGED PLANS AND INTERIOR ELEVATIONS	6/24/2025	1	ADDENDUM #1
A501	SECTION DETAIL	7/11/2025	0	ADDENDUM #1
A601	DOOR TYPES, WINDOW TYPES, FRAMES AND DETAILS	6/24/2025	1	ADDENDUM #1
A700	INTERIORS	6/24/2025	2	ADDENDUM #2
A751	CASEWORK DETAILS	7/11/2025	0	ADDENDUM #1
MECHANICAL				
M000	MECHANICAL GENERAL NOTES AND LEGEND	6/24/2025	0	CONSTRUCTION DOCUMENTS
M101	MECHANICAL PLAN	6/24/2025	0	CONSTRUCTION DOCUMENTS
M501	MECHANICAL DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
M601	MECHANICAL SCHEDULES	6/24/2025	2	ADDENDUM #2
M701	MECHANICAL CONTROLS	6/24/2025	2	ADDENDUM #2
ELECTRICAL				
E000	ELECTRICAL GENERAL NOTES AND LEGEND	6/24/2025	2	ADDENDUM #2
E010	ELECTRICAL SITE PLAN	6/24/2025	2	ADDENDUM #2
E101	ELECTRICAL PLAN	6/24/2025	2	ADDENDUM #2
E501	ELECTRICAL DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
E601	ELECTRICAL PANELBOARDS AND SCHEDULE	6/24/2025	2	ADDENDUM #2
E701	LIGHTING SCHEDULES AND DETAILS	6/24/2025	2	ADDENDUM #2
E801	ELECTRICAL ONE LINE DIAGRAM	6/24/2025	0	CONSTRUCTION DOCUMENTS
PLUMBING				
P000	PLUMBING GENERAL NOTES AND LEGEND	6/24/2025	0	CONSTRUCTION DOCUMENTS
P010	PLUMBING SITE PLAN	6/24/2025	0	CONSTRUCTION DOCUMENTS
P101	PLUMBING PLANS	6/24/2025	0	CONSTRUCTION DOCUMENTS
P201	PLUMBING ENLARGED PLANS AND RISER	6/24/2025	0	CONSTRUCTION DOCUMENTS
P501	PLUMBING DETAILS	6/24/2025	0	CONSTRUCTION DOCUMENTS
P601	PLUMBING SCHEDULES	6/24/2025	2	ADDENDUM #2



EXHIBIT D - CONTRACT DOCUMENT LIST				
Document Number	Title	Date	Number	Most Recent Update
FIRE ALARM				
FA000	FIRE ALARM GENERAL NOTES AND LEGEND	6/24/2025	0	CONSTRUCTION DOCUMENTS
FA101	FIRE ALARM PLAN	6/24/2025	0	CONSTRUCTION DOCUMENTS
SANITARY SEWER				
2	SANITARY SEWER PLANS AND PROFILE	7/16/2025	0	ADDENDUM #2
3	SANITARY SEWER DETAILS	7/16/2025	0	ADDENDUM #2
4	SANITARY SEWER DETAILS	7/16/2025	0	ADDENDUM #2

EXHIBIT D CONTRACT DOCUMENT LIST



The following documents as prepared by Treanor Architects form the basis for the Scope of Work under this contract.

SPECIFICATIONS		
DIVISION 00 -- PROCUREMENT AND CONTRACTING REQUIREMENTS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
00 0100	CONSULTANT SEAL PAGES	6/24/2025
DIVISION 01 -- GENERAL REQUIREMENTS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
VARIES	BY GNERAL CONTRACTOR	6/24/2025
DIVISION 02 -- EXISTING CONDITIONS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
	NOT USED	6/24/2025
DIVISION 03 -- CONCRETE		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
	REFER TO CONSTRUCTION DOCUMENTS	6/24/2025
DIVISION 04 -- MASONRY WORK		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
04 4313.16	ADHERED BRICK MASONRY VENEER	7/11/2025
DIVISION 05 -- METALS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
05 5000	METAL FABRICATIONS	6/24/2025
05 7000	DECORATIVE METAL	6/24/2025
DIVISION 06 -- WOOD, PLASTICS AND COMPOSITES		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
061000	ROUGH CARPENTRY	6/24/2025
064116	PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS	6/24/2025
DIVISION 07 -- THERMAL AND MOISTURE PROTECTION		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
07 2100	THERMAL INSULATION	6/24/2025
79 9200	JOINT SEALANTS	6/24/2025

EXHIBIT D CONTRACT DOCUMENT LIST



The following documents as prepared by Treanor Architects form the basis for the Scope of Work under this contract.

SPECIFICATIONS

DIVISION 08 -- OPENINGS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
08 1113	HOLLOW METAL DOORS AND FRAMES	6/24/2025
08 4113	ALUMINUM, FRAMED STOREFRONT	6/24/2025
08 7100	DOOR HARDWARE	6/24/2025
08 8000	GLAZING	6/24/2025
08 8300	MIRRORS	6/24/2025
DIVISION 09 -- FINISHES		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
09 2216	NON STRUCTURAL METAL FRAMING	6/24/2025
09 2900	GYPSUM BOARD	6/24/2025
09 5113	ACOUSTIC PANEL CEILINGS	6/24/2025
09 6513	RESILIENT BASE AND ACCESSORIES	6/24/2025
09 6723	RESINOUS WALLS AND FLOORING	6/24/2025
09 6813	TILE CARPETING	6/24/2025
09 7200	FLEXIBLE WALL PROTECTION	6/24/2025
09 7813	STAINLESS STEEL WALL PANEL SYSTEM	6/24/2025
09 8436	SOUND ABSORBING CEILING BAFFLES	6/24/2025
09 9113	EXTERIOR PAINTING	6/24/2025
09 9123	INTERIOR PAINTING	6/24/2025
DIVISION 10 -- SPECIALTIES		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
10 1100	VISUAL DISPLAY UNITS	6/24/2025
10 1419	DIMENSIONAL LETTER SIGNAGE	6/24/2025
10 1423.16	ROOM IDENTIFICATION PANEL SIGNAGE	6/24/2025
10 2400	ORNAMENTAL WOVEN METAL GRILLES	6/24/2025
10 2600	WALL AND DOOR PROTECTION	6/24/2025
10 2600.01	RIGID WALL PROTECTION	7/11/2025
10 2600.02	FLEXIBLE WALL PROTECTION	7/11/2025
10 2800	TOILET, BATH AND LAUNDRY ACCESSORIES	6/24/2025
10 4413	FIRE PROTECTION CABINETS	6/24/2025
10 4416	FIRE EXTINGUISHERS	6/24/2025
DIVISION 11 -- EQUIPMENT		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
	NOT USED	6/24/2025
DIVISION 12 -- FURNISHINGS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
12 2413	ROLLER WINDOW SHADES	6/24/2025
12 3570	SOLID SURFACE CASEWORK	6/24/2025
12 3616	METAL COUNTERTOPS	6/24/2025
12 3661.16	SOLID SURFACE COUNTERTOPS AND SUPPORTS	6/24/2025
DIVISION 13 -- SPECIAL CONSTRUCTION		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
13 3419	METAL BUILDING SYSTEM	6/24/2025
DIVISION 14 -- CONVEYING SYSTEMS		
<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>

EXHIBIT D CONTRACT DOCUMENT LIST



The following documents as prepared by Treanor Architects form the basis for the Scope of Work under this contract.

SPECIFICATIONS

NOT USED

DIVISION 21 -- FIRE SUPPRESSION

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
	No Work This Division	

DIVISION 22 -- PLUMBING

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
22 0010	GENERAL PLUMBING REQUIREMENTS	6/24/2025
22 0015	COORDINATION	6/24/2025
22 0500	COMMON WORK RESULTS FOR PLUMBING	6/24/2025
22 0515	BASIC PIPING MATERIALS AND METHODS	6/24/2025
22 0523	GENERAL-DUTY VALVES FOR PLUMBING PIPING	6/24/2025
22 0529	HANGERS AND SUPPORTS FOR PLUMBING PIPING	6/24/2025
22 0553	IDENTIFICATION FOR PLUMBING PIPING & EQUIPMENT	6/24/2025
22 0700	PLUMBING INSULATION	6/24/2025
22 1100	WATER DISTRIBUTION PIPING & SPECIALTIES	6/24/2025
22 1111	MECHANICALLY JOINED PLUMBING PIPING SYSTEMS	6/24/2025
22 1300	SANITARY DRAINAGE & VENT PIPING & SPECIALTIES	6/24/2025
22 1500	GENERAL SERVICE COMPRESSED AIR SYSTEMS	6/24/2025
22 3300	ELECTRIC DOMESTIC WATER HEATERS	6/24/2025
22 4000	PLUMBING FIXTURES	6/24/2025

DIVISION 23 -- HEATING, VENTILATING AND AIR CONDITIONING (HVAC)

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
23 0010	GENERAL MECHANICAL REQUIREMENTS	6/24/2025
23 0015	ELECTRICAL COORDINATION FOR MECHANICAL EQUIPMENT	6/24/2025
23 0500	COMMON WORK RESULTS FOR HVAC	6/24/2025
23 0510	BASIC PIPING MATERIALS AND METHODS	6/24/2025
23 0513	COMMON MOTOR REQUIREMENTS FOR HVAC EQUIPMENT	6/24/2025
23 0529	HANGERS AND SUPPORTS FOR HVAC PIPING AND EQUIPMENT	6/24/2025
23 0550	VIBRATION ISOLATION FOR HVAC	6/24/2025
23 0553	IDENTIFICATION FOR HVAC PIPING AND EQUIPMENT	6/24/2025
23 0593	TESTING, ADJUSTING, AND BALANCING FOR HVAC	6/24/2025
23 0800	COMMISSIONING OF HVAC SYSTEMS	6/24/2025
23 0913	INSTRUMENTATION AND CONTROL DEVICES FOR HVAC	6/24/2025
23 0923	DIRECT-DIGITAL CONTROL FOR HVAC	6/24/2025
23 2300	REFRIGERANT PIPING	6/24/2025
23 2313	VRF REFRIGERANT PIPING	6/24/2025
23 3113	METAL DUCTS	6/24/2025
23 3300	AIR DUCT ACCESSORIES	6/24/2025
23 3423	HVAC POWER VENTILATORS	6/24/2025
23 3713	DIFFUSERS, REGISTERS & GRILLES	6/24/2025
23 3723	HVAC GRAVITY VENTILATORS	6/24/2025
23 8126	SPLIT SYSTEM AIR CONDITIONERS	6/24/2025
23 8127	VARIABLE REFRIGERANT FLOW SPLIT AC SYSTEMS	6/24/2025
23 8500	ELECTRIC HEATING UNITS	6/24/2025

DIVISION 26 -- ELECTRICAL

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
26 0010	GENERAL ELECTRICAL REQUIREMENTS	6/24/2025

EXHIBIT D CONTRACT DOCUMENT LIST



The following documents as prepared by Treanor Architects form the basis for the Scope of Work under this contract.

SPECIFICATIONS

26 0500	COMMON WORK RESULTS FOR ELECTRICAL	6/24/2025
26 0502	EQUIPMENT WIRING SYSTEMS	6/24/2025
26 0504	PROVISIONS FOR ELECTRICAL UTILITY SERVICE	6/24/2025
26 0510	COMMON WORK RESULTS FOR COMMUNICATION	6/24/2025
26 0519	LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES CONDUCTORS AND CABLES	6/24/2025
26 0526	GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS	6/24/2025
26 0529	HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS	6/24/2025
26 0533	RACEWAY AND BOXES FOR ELECTRICAL SYSTEMS	6/24/2025
26 0543	UNDERGROUND DUCTS AND RECEWAYS FOR ELECTRICAL SYSTEMS	6/24/2025
26 0553	IDENTIFICATION FOR ELECTRICAL SYSTEMS	6/24/2025
26 0573	POWER SYSTEM STUDIES	6/24/2025
26 0923	LIGHTING CONTROL DEVICES	6/24/2025
26 2200	LOW-VOLTAGE TRANSFORMERS	6/24/2025
26 2416	PANELBOARDS	6/24/2025
26 2726	WIRING DEVICES	6/24/2025
26 2813	FUSES	6/24/2025
26 2816	ENCLOSED SWITCHES	6/24/2025
26 2913	ENCLOSED CONTROLLERS	6/24/2025
26 4343	SURGE PROTECTION DEVICES	6/24/2025
26 5100	INTERIOR LIGHTING	6/24/2025
26 5600	EXTERIOR LIGHTING	6/24/2025

DIVISION 27 -- COMMUNICATIONS (Voice Data)

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
	NOT USED	

DIVISION 28 -- ELECTRONIC SAFETY (Fire Alarm) AND SECURITY (Card Readers)

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
28 4600	FIRE DETECTION AND ALARM	6/24/2025

DIVISION 31 -- EARTHWORK

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
31 1000	SITE CLEARING	6/24/2025
31 2000	EARTH MOVING	6/24/2025

DIVISION 32 -- EXTERIOR IMPROVEMENTS

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
32 1216	ASPHALT PAVING	6/24/2025
32 1313	CONCRETE PAVING	6/24/2025
32 3113	CHAIN LINK FENCES AND GATES	7/11/2025

DIVISION 33 -- UTILITIES

<u>SECTION</u>	<u>TITLE</u>	<u>DATE</u>
33 4100	STORM UTILITY DRAINAGE	6/24/2025

EXHIBIT E - ALLOWANCES			
No.	Description of Allowance	Amount	Notes / Scope of Work
1	Signage Allowance	15,000	Code required signage.
2	Exterior Signage Allowance	15,000	Exterior signage allowance.
3	Flagpoles (3)	24,000	Flagpoles not shown in drawings, but typically required on projects for PD.
4	Oil Index Allowance	10,000	As of June, oil index pricing is \$550 per ton. This is to cover any increase that may occur between the time of GMP and installation.
5	TRS Range Serves Targetry Allowance	300,000	TRS has included \$6,000 per turning target for 50 targets.
6	Targetry Allowance for increased controls/running man	50,000	As needed. Carried outside of TRS Scope.
7	Rock Excavation Allowance	250,000	Rock excavation allowance included. \$143.75/CY
8	Owner Allowance	200,000	Owner allowance for any scope changes/additions directed and approved by Owner.
9			
10			
11			
12			
13			
14			
15			

Total Allowance Items Included in the GMP: \$ 864,000

EXHIBIT F - STAFF RATES

Title	Hourly Rate (\$)*
Project Executive	210.00
Senior Project Manager	165.00
Project Superintendent	165.00
Project Engineer	130.00
Assistant Super/Engineer	115.00
Safety Director	140.00
Estimating Manager	210.00
Cost/Accounting	115.00
Intern	50.00
VDC/BIM Manager	165.00
**Carpenter Foreman	99.68
**Carpenter	94.68
**Laborer Foreman	73.50
**Laborer	68.50

*Hourly rates are the basis of cost to be used through April 2026. Staff costs for projects requiring staff beyond (date) shall be escalated 4 – 6% per year.

**Hourly employees. Overtime and double time rates apply. Rates are effective through April 2026 when new labor rates are negotiated.

Olathe Firing Range Schedule-08052025																												
ID	Task Name	Duration	Start	% Complete	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter				
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep		
1	OLATHE FIRING RANGE	382 days?	Sat 2/1/25	23%	Tue 7/21/26	<div><div></div><div>23%</div></div>																						
2	PRECONSTRUCTION	264 days	Sat 2/1/25	47%	Thu 2/5/26	<div><div></div><div>47%</div></div>																						
3	Schematic Design	23 days	Sat 2/1/25	100%	Tue 3/4/25	<div><div></div><div>100%</div></div>																						
4	Submit PDP and Rezoning Applications	1 day	Wed 2/19/25	100%	Wed 2/19/25	<div><div></div><div>2/19</div></div>																						
5	Design Development	40 days	Wed 3/5/25	100%	Tue 4/29/25	<div><div></div><div>100%</div></div>																						
6	Fall-back submittal of PDP and rezoning applications	1 day	Wed 3/5/25	100%	Wed 3/5/25	<div><div></div><div>3/5</div></div>																						
7	Neighborhood meeting notice must be sent	1 day	Fri 3/14/25	100%	Fri 3/14/25	<div><div></div><div>3/14</div></div>																						
8	Revised Plans for PDP/Rezoning Due to City - Submit NOI to KDHE for Land Disturbance	1 day	Mon 3/17/25	100%	Mon 3/17/25	<div><div></div><div>100%</div></div>																						
9	Submit Final Plat Application [TARGET DATE]	1 day	Wed 3/19/25	100%	Wed 3/19/25	<div><div></div><div>100%</div></div>																						
10	Notices for PC meeting must be mailed and neighborhood meeting held	1 day	Mon 3/24/25	100%	Mon 3/24/25	<div><div></div><div>3/24</div></div>																						
11	Final staff review comment completed	1 day	Wed 3/26/25	100%	Wed 3/26/25	<div><div></div><div>3/26</div></div>																						
12	Design team - Start Preparing FDP and Site CDs [concurrent with final PDP/Rezoning Review]	11 days	Mon 3/31/25	100%	Mon 4/14/25	<div><div></div><div>100%</div></div>																						
13	Planning Commission Mtg for PDP/Rezoning [Final Approval]	1 day	Mon 4/14/25	100%	Mon 4/14/25	<div><div></div><div>100%</div></div>																						
14	Submit FDP for Administrative Review	16 days	Mon 4/21/25	100%	Mon 5/12/25	<div><div></div><div>100%</div></div>																						
15	Submit Building permit	17 days	Fri 7/11/25	100%	Mon 8/4/25	<div><div></div><div>8/4</div></div>																						
16	DESIGN DEVELOPMENT ESTIMATE	29 days	Tue 4/29/25	100%	Fri 6/6/25	<div><div></div><div>100%</div></div>																						
17	Construction Documents	41 days	Tue 4/29/25	100%	Tue 6/24/25	<div><div></div><div>100%</div></div>																						
18	Planning Commision meeting for Final Plat	1 day	Mon 6/9/25	100%	Mon 6/9/25	<div><div></div><div>6/9</div></div>																						
19	Target Approval Date - NOI for Land Distrubance from KDHE	1 day	Mon 7/21/25	100%	Mon 7/21/25	<div><div></div><div>100%</div></div>																						
20	City council meeting for Final Plat	1 day	Tue 7/1/25	100%	Tue 7/1/25	<div><div></div><div>7/1</div></div>																						
21	GMP: 100% Construction Documents Due	1 day	Tue 6/24/25	100%	Tue 6/24/25	<div><div></div><div>100%</div></div>																						
22	GMP: Bid Invitation Distribution	1 day	Tue 7/1/25	100%	Tue 7/1/25	<div><div></div><div>100%</div></div>																						
23	GMP: Bid Invitation Distribution	1 day	Tue 6/24/25	100%	Tue 6/24/25	<div><div></div><div>100%</div></div>																						
24	GMP: Subcontractor Bids Due	1 day	Fri 7/18/25	100%	Fri 7/18/25	<div><div></div><div>100%</div></div>																						
25	GMP :Scope Reviews/GMP Development	7 days	Mon 7/21/25	100%	Tue 7/29/25	<div><div></div><div>100%</div></div>																						
26	City Permit Comments Due	1 day	Tue 8/5/25	0%	Tue 8/5/25	<div><div></div><div>0%</div></div>																						
27	GMP: Review GMP with Owner	1 day	Tue 8/5/25	100%	Tue 8/5/25	<div><div></div><div>100%</div></div>																						
28	GMP: Submit GMP for City Council Agenda Packet	1 day	Tue 8/12/25	0%	Tue 8/12/25	<div><div></div><div>0%</div></div>																						
29	GMP: City Council Meeting for GMP Approval	1 day	Tue 9/2/25	0%	Tue 9/2/25	<div><div></div><div>0%</div></div>																						
30	Procurement	21 days	Tue 9/2/25	0%	Tue 9/30/25	<div><div></div><div>0%</div></div>																						
31	Submittals	113 days	Tue 9/2/25	0%	Thu 2/5/26	<div><div></div><div>0%</div></div>																						
32	Delegated Design/Fabrication for PEMB and Canopies	16 wks	Mon 9/8/25	0%	Fri 12/26/25	<div><div></div><div>0%</div></div>																						
33	Mobilization	10 days	Mon 9/8/25	0%	Fri 9/19/25	<div><div></div><div>0%</div></div>																						
34	CONSTRUCTION	307 days?	Mon 5/19/25	0%	Tue 7/21/26	<div><div></div><div>0%</div></div>																						
35	SITE	70 days	Mon 9/15/25	0%	Fri 12/19/25	<div><div></div><div>0%</div></div>																						
<div><div><div><div>Critical</div><div>Critical Split</div><div>Critical Progress</div><div>Task</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Split</div><div>Task Progress</div><div>Manual Task</div><div>Start-only</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Finish-only</div><div>Duration-only</div><div>Baseline</div><div>Baseline Split</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Baseline Milestone</div><div>Milestone</div><div>Summary Progress</div><div>Summary</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Manual Summary</div><div>Project Summary</div><div>External Tasks</div><div>External Milestone</div></div><div><div></div><div></div><div></div><div></div></div><div><div>Inactive Task</div><div>Inactive Milestone</div><div>Inactive Summary</div><div>Deadline</div></div><div><div></div><div></div><div></div><div></div></div></div></div>																												
Page 1																												

[illegible]

Olathe Firing Range Schedule-08052025

ID	Task Name	Duration	Start	% Complete	Finish	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			1st Quarter			2nd Quarter			3rd Quarter			
						Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	
72	Final clean	5 days	Wed 6/24/26	0%	Tue 6/30/26																						
73	Punch List	5 days	Wed 7/1/26	0%	Tue 7/7/26																					 0%	
74	SUBSTANTIAL COMPLETION		Wed 7/8/26	0%																							 7/8
75	Owner FFE	10 days	Wed 7/8/26	0%	Tue 7/21/26																						



















Critical		Split		Finish-only		Baseline Milestone		Manual Summary		Inactive Task	
Critical Split		Task Progress		Duration-only		Milestone		Project Summary		Inactive Milestone	
Critical Progress		Manual Task		Baseline		Summary Progress		External Tasks		Inactive Summary	
Task		Start-only		Baseline Split		Summary		External Milestone		Deadline	

EXHIBIT 2
BOND FORMS

(The rest of this page is intentionally left blank. Exhibit follows.)

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

_____, as surety ("Surety"), and _____, 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 \$ _____, 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. _____ 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 _____ 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 two (2) years 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 two (2) years 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: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____

CONTRACTOR

Name: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____

OWNER

City of Olathe, Kansas
Attn: _____, 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

_____ ,

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

Contractor

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By: _____

By: _____

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

(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. 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**

_____, a _____, organized under the laws of the state of _____, and authorized to do business in the state of Kansas, as surety ("Surety"), and _____, 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 \$_____, 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. _____ 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 _____ 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: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____

CONTRACTOR

Name: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____

OWNER

City of Olathe, Kansas
City Hall
Attn: _____, 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

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

Contractor

Surety

(Typed Firm Name)

(Typed Firm Name)

(Seal)

(Seal)

By:

By:

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

(Address)

(Address)

(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.