

**Amendment No. 1 to Agreement Between Owner and
Construction Manager
GMP EXHIBIT**

Pursuant to Section 2.2 of the Agreement dated May 8, 2024, between the City of Olathe, Kansas (Owner) and Newkirk Novak Construction Partners, Inc. (Construction Manager), for construction of the Modernization of Fire Stations (Fire Station No. 2), Project No. 6-C-031-24 (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price for the Work as set forth below.

Article I

Guaranteed Maximum Price

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 6 and the Construction Manager's Fee as defined in Article 5 is **One Million, Seven Hundred Sixty-Six Thousand, Four Hundred Eleven (\$1,766,411) dollars, including Owner Allowances.**

This Guaranteed Maximum Price is for the performance of the Work in accordance with the Contract Documents and other documents listed and attached to this Amendment and marked as Exhibits A through F and updated Exhibits 4-5 from the current Contract as follows:

- Exhibit A: Proposed Guaranteed Maximum Price
 - Exhibit B: Assumptions and Clarifications
 - Exhibit C: Document List
 - Exhibit D: Construction Schedule
 - Exhibit E: Schedule of Alternates
 - Exhibit F: Schedule of Allowances
-
- Exhibit 4: Performance and Maintenance Bond
 - Exhibit 5: Statutory Bond

Article II

Contract Time

The Scheduled Substantial Completion Date established by this Amendment is February 18, 2025 based on Owner's approval of this GMP Amendment on August 6, 2024.

OWNER:

City of Olathe, Kansas

(Signature)


(Printed Name)

(Title)

(Date)

CONSTRUCTION MANAGER:

Newkirk Novak Construction Partners, LLC



(Signature)

Ben Vanderau

(Printed Name)

Operations Manager

(Title)

7/10/24

(Date)

Olathe Fire Station #2

Bid Date: June 20, 2024 at 2 PM



July 10, 2024

Scope	# Bids	Base Bid	Alt#1: Gym
00.10 - Estimating		\$ 5,000	
01.10 - General Conditions		\$ 249,126	\$ 19,886
02.41 - Demolition	4	\$ 25,540	\$ 1,000
03.30 - Concrete	3	\$ -	\$ -
04.20 - Masonry	2	\$ -	\$ 57,560
05.10 - Steel	4	\$ 14,850	\$ 33,484
06.10 - Carpentry	2	\$ 142,657	\$ 6,807
07.10 - Joint Sealants & Air Barrier	4	\$ 13,187	\$ 8,829
07.50 - Roofing & Metal Panels	6	\$ 30,000	\$ 41,554
08.30 - Overhead Doors	3	\$ -	\$ 6,299
08.80 - Glass & Glazing	2	\$ 5,383	\$ 12,114
09.20 - Drywall, EIFS, DFH	5	\$ 178,250	\$ 33,410
09.30 - Tile (In Flooring #)	2	\$ -	\$ -
09.60 - Flooring & Tile Combo	4	\$ 21,850	\$ 10,700
09.67 - Resinous Flooring	4	\$ 14,100	\$ -
09.90 - Painting	3	\$ 24,100	\$ 5,100
21.10 - Fire Protection	3	\$ 12,625	\$ 4,885
22.10 - Plumbing	3	\$ 16,800	\$ 850
23.30 - HVAC	2	\$ 121,600	\$ 20,985
26.10 - Electrical	4	\$ 128,975	\$ 15,514
31.10 - Earthwork	4	\$ 134,687	\$ 72,340
33.10 - Site Utilities	3	\$ -	\$ -

Alternate #1 Fitness Addition

Subtotal	67	\$ 1,138,730	\$ 351,317
Contractor Contingency		\$ 45,549	\$ 14,053
Permits		\$ 5,921	\$ 1,827
Insurance & Bonds		\$ 28,133	\$ 373
Fee		\$ 42,642	\$ 12,865
Total BASE BID Hard Cost		\$ 1,260,976	\$ 380,435
Alternate #1 Fitness Addition		\$ 380,435	
Newkirk Novak Total Hard Cost		\$ 1,641,411	
Owner Allowance		\$ 100,000.00	
Owner Unsuitable Soils Allowance		\$ 25,000	
Total GMP Amount		\$ 1,766,411	

Amendment #1 - GMP Clarifications - Exhibit B

July 10, 2024

GENERAL CLARIFICATIONS

- 1 This proposal includes the This proposal is for Olathe Fire Station #2 designed by Finkle Willilams.
- 2 This proposal includes Alternate #1 for the fitness addition as listed on the Exhibit E GMP summary.
- 3 This proposal includes staffing based on standard work hours 7am - 3:30 pm.
- 4 A geotechnical report was no provided as part of the bid documents. As such no Geotechnical report or recommendations are included as part of this proposal.
- 5 This proposal included an Owner Allowance of \$25,000 for unsuitable soils as listed in GMP Exhibit F. When the scope is finalized any remaining funds from this allowance will be returned to the Owner.
- 6 This proposal includes furnshing and installation of (40) new lockers in the gear room. Lockers products are from Grainger per 6/27/24 email from OFD and Finkle Williams.
- 7 This proposal includes replacing the refrigerant piping per the extents called for on M101 from Addendum 2. Any additional replacemnt outside of this is not include as part of this proposal.
- 8 This prosal inlcudes the revised below grade details (1 & 7 on A3.50) for rigid insulation and flashing as issued by Finkle Williams post-bid dated 6/27/24.
- 9 This proposal includes seeding all disturbed areas upon completion of the project. No additional sodding, seeding, or landscaping is included outside of the disturbed areas as no landscaping plans were included in the Contract Documents.
- 10 During site visits settlement of the existing building was observed. This proposal includes all repairs and touch as noted per the Contract Documents. Nothing additional for the settlement is included as part of this proposal.
- 11 Finish selection colors to be based on Manufacturer standard color selections unless noted to provide custom color options per the Contract Documents.

THE FOLLOWING ITEMS ARE NOT INCLUDED IN OUR PROPOSAL:

- 1 State, County, and Local Sales or use taxes.
- 2 Kansas Remodel Tax
- 3 Unsuitable Soils and Rock Excavation
- 4 Soil testing and soil stabilization
- 5 Special inspection services (soils, asphalt, concrete, steel, roofing etc.)
- 6 Testing for and removal of hazardous materials. It is assume the buildings have no hazardous materials.
- 7 Development fees, tap fees, and special assessments.
- 8 Overtime premiums
- 9 Utility cost
- 10 Design Fees
- 11 Furniture, Fixtures and Equipment
- 12 After hours security service
- 13 Moisture Mitgation at all new and existing concrete slabs.
- 14 Prevailing Wages
- 15 Work or repairs associated with existing building settlement issues.

EXHIBIT C - CONTRACT DOCUMENTS

Olathe Fire Station #2 Additions & Renovations

Newkirk Novak Project No. N4-0666

1. The Contract between Owner and Contractor and all exhibits attached to this Contract.
2. CM Front End Documents dated June 4, 2024
3. Addenda, as follows:
 - a. Addendum No. 001 dated June 14, 2024
 - b. Addendum No. 002 dated June 18, 2024
4. Drawings & Specifications prepared by Finkle + Williams Architecture as follows:

<u>Sheet No.</u>	<u>Title</u>	<u>Date</u>
A0.00	COVER SHEET	5/29/2024
A0.01	CODE SUMMARY & PARTITION TYPES	5/29/2024
A1.10	FIRST FLOOR PLAN	6/13/2024
A1.11	REFLECTED CEILING PLAN	5/29/2024
A1.50	ROOF PLAN	5/29/2024
A2.10	EXTERIOR ELEVATIONS	5/29/2024
A3.10	WALL SECTIONS	5/29/2024
A3.50	EXTERIOR DETAILS	6/17/2024
A3.51	EXTERIOR DETAILS	5/29/2024
A4.02	ENLARGED PLANS AND ELEVATIONS	6/17/2024
A4.03	INTERIOR ELEVATIONS	6/13/2024
A7.01	FINISH SCHEDULE AND DETAILS	6/17/2024
A7.10	FLOOR FINISH PLAN	5/29/2024
A8.01	DOOR SCHEDULE & DETAILS	6/17/2024
A9.01	FURNITURE & EQUIPMENT PLAN	6/13/2024
A10.01	PROJECT SPECIFICATIONS	5/29/2024
A10.02	PROJECT SPECIFICATIONS	6/17/2024
A10.03	PROJECT SPECIFICATIONS	5/29/2024
A10.04	PROJECT SPECIFICATIONS	5/29/2024
AD1.10	DEMOLITION PLAN	5/29/2024
C100	UTILITY & GRADING PLAN	5/29/2024
C101	WATER DETAIL SHEET	5/29/2024

EXHIBIT C - CONTRACT DOCUMENTS CONTINUED

C102	STORM SEWER DETAIL SHEET	5/29/2024
E001	DEMOLITION PLAN	6/13/2024
E101	LIGHTING PLAN	6/13/2024
E201	POWER PLAN	6/13/2024
E301	ELECTRICAL PANELBOARD SCHEDULES	5/29/2024
E401	ELECTRICAL SCHEDULES & DETAILS	6/13/2024
F101	FIRE PROTECTION PLAN	5/29/2024
M001	DEMOLITION PLAN	6/18/2024
M101	MECHANICAL PLAN	6/18/2024
M201	MECHANICAL AND PLUMBING SCHEDULES	6/13/2024
M301	MECHANICAL DETAILS	5/29/2024
M302	MECHANICAL AND PLUMBING DETAILS	6/18/2024
ME001	COVER SHEET	5/29/2024
ME101	SPECIFICATIONS	5/29/2024
ME102	SPECIFICATIONS	6/18/2024
ME103	SPECIFICATIONS	5/29/2024
S0.00	GENERAL NOTES	5/29/2024
S0.01	GENERAL NOTES	5/29/2024
S1.01	FOUNDATION PLAN	5/29/2024
S2.01	ROOF FRAMING PLAN	5/29/2024
S3.01	TYPICAL FOUNDATION DETAILS	5/29/2024
S3.02	FOUNDATION DETAILS	5/29/2024
S4.01	TYPICAL FRAMING DETAILS	5/29/2024
S4.02	COLD FORMED FRAMING DETAILS	5/29/2024
S4.03	COLD FORMED FRAMING DETAILS	5/29/2024
S4.06	FRAMING DETAILS	5/29/2024

ID	Task Name	Duration	Start	Finish	Actual Start	Actual Finish	2025																					
							Feb	Mar	Qtr 2, 2024			May	Jun	Qtr 3, 2024		Aug	Sep	Qtr 4, 2024			Nov	Dec	Qtr 1, 2025			Feb	Mar	Qtr 2, 2025
1	Precon	59 days	Thu 5/30/24	Wed 8/21/24	Thu 5/30/24	NA																						
13	Board Approval	21 days	Tue 7/9/24	Tue 8/6/24	NA	NA																						
14	NTP's Issued	1 day	Wed 8/7/24	Wed 8/7/24	NA	NA																						
15	Contracts Issued	10 days	Thu 8/8/24	Wed 8/21/24	NA	NA																						
16	Procurement	1312 days	Mon 12/2/19	Mon 12/30/24	NA	NA																						
17	CIP Reinforcing Submittals/Shops	10 days	Thu 8/8/24	Wed 8/21/24	NA	NA																						
18	CIP Reinforcing Submittal Review	10 days	Mon 12/2/19	Fri 12/13/19	NA	NA																						
19	CIP Reinforcing Procurement	10 days	Thu 8/8/24	Wed 8/21/24	NA	NA																						
20	CMU Reinforcing Submittals/Shops	10 days	Thu 8/8/24	Wed 8/21/24	NA	NA																						
21	CMU Reinforcing Submittal Review	10 days	Thu 8/22/24	Wed 9/4/24	NA	NA																						
22	CMU/Reinforcing Procurement	15 days	Thu 9/5/24	Fri 9/27/24	NA	NA																						
23	Struct Steel/Joist Submittals/Shops	25 days	Thu 8/8/24	Thu 9/12/24	NA	NA																						
24	Struct Steel/Joist Submittal Review	5 days	Fri 9/13/24	Thu 9/19/24	NA	NA																						
25	Structural Steel Procurement	50 days	Fri 9/20/24	Tue 12/10/24	NA	NA																						
26	Door Frames & Wood Doors Submittals/Shops	15 days	Thu 8/8/24	Wed 8/28/24	NA	NA																						
27	Door Frames & Wood Doors Submittal Review	5 days	Thu 8/29/24	Wed 9/4/24	NA	NA																						
28	Door Frames & Wood Door Procurement	45 days	Thu 9/5/24	Thu 11/14/24	NA	NA																						
29	Casework Submittals/Shops	20 days	Thu 8/8/24	Wed 9/4/24	NA	NA																						
30	Casework Submittal Review	10 days	Thu 9/5/24	Thu 9/19/24	NA	NA																						
31	Casework Procurement	60 days	Fri 9/20/24	Mon 12/30/24	NA	NA																						
32	Glazing Submittals & Shops	15 days	Thu 8/8/24	Wed 8/28/24	NA	NA																						
33	Glazing Submittal Review	10 days	Thu 8/29/24	Thu 9/12/24	NA	NA																						
34	Glazing Procurement	40 days	Fri 9/13/24	Thu 11/14/24	NA	NA																						
35	Lighting Submittals	15 days	Thu 8/8/24	Wed 8/28/24	NA	NA																						
36	Lighting Submittal Review	10 days	Thu 8/29/24	Thu 9/12/24	NA	NA																						
37	Lighting Procurement	45 days	Fri 9/13/24	Fri 11/22/24	NA	NA																						
38	Roofing & Metal Panel Submittals/Shops	15 days	Thu 8/8/24	Wed 8/28/24	NA	NA																						
39	Roofing & Metal Panel Submittal Review	10 days	Thu 8/29/24	Thu 9/12/24	NA	NA																						
40	Roofing & Metal Panel Procurement	20 days	Fri 9/13/24	Mon 10/14/24	NA	NA																						
41	Construction Activities	112 days	Mon 8/12/24	Mon 2/17/25	NA	NA																						
42	Sitework	10 days	Mon 8/12/24	Fri 8/23/24	NA	NA																						
43	Mobilization	3 days	Mon 8/12/24	Wed 8/14/24	NA	NA																						
44	Construction Temp Fence Installed	1 day	Thu 8/15/24	Thu 8/15/24	NA	NA																						
45	Laydown Areas Installed	2 days	Fri 8/16/24	Mon 8/19/24	NA	NA																						
46	Jobsite Trailer Delivered	1 day	Tue 8/20/24	Tue 8/20/24	NA	NA																						
47	Temp Power to Jobsite Trailer	1 day	Thu 8/22/24	Thu 8/22/24	NA	NA																						
48	Site Utilities Installed	4 days	Thu 8/15/24	Tue 8/20/24	NA	NA																						
49	Site - Weather Days	3 days	Wed 8/21/24	Fri 8/23/24	NA	NA																						
50	Bunk Area & Gear Room (Base Bid)	109 days	Thu 8/15/24	Mon 2/17/25	NA	NA																						
51	Structure/Enclosure	68 days	Thu 8/15/24	Thu 11/28/24	NA	NA																						
52	Deep Utilities	3 days	Thu 8/15/24	Mon 8/19/24	NA	NA																						
53	Grading/Building Pad	3 days	Mon 8/26/24	Wed 8/28/24	NA	NA																						
54	Foundations	3 days	Thu 8/29/24	Mon 9/2/24	NA	NA																						
55	Underslab MEP	4 days	Tue 9/3/24	Fri 9/6/24	NA	NA																						
56	Slab On Grade Prep & Pour	4 days	Mon 9/9/24	Fri 9/13/24	NA	NA																						
57	Exterior & Roof Framing	7 days	Mon 9/16/24	Tue 9/24/24	NA	NA																						
58	Roofing Decking	2 days	Thu 9/26/24	Fri 9/27/24	NA	NA																						
59	Roof Sheathing	3 days	Mon 9/30/24	Wed 10/2/24	NA	NA																						
60	Exterior Sheathing	3 days	Thu 10/3/24	Mon 10/7/24	NA	NA																						
61	Vapor Barrier	2 days	Tue 10/8/24	Thu 10/10/24	NA	NA																						
62	Temp Openings	1 day	Fri 10/11/24	Fri 10/11/24	NA	NA																						
63	Roofing/Metal Panels/Gutters	6 days	Mon 10/14/24	Mon 10/21/24	NA	NA																						
64	EIFS	7 days	Tue 10/22/24	Thu 10/31/24	NA	NA																						
65	Glazing	3 days	Fri 11/1/24	Tue 11/5/24	NA	NA																						
66	Structure - Weather Days	12 days	Thu 11/7/24	Tue 11/26/24	NA	NA																						

Legend	Baseline Milestone ◊	Task	Milestone	◆	Critical Task	Baseline	Manual Progress
	Baseline Summary	Split	Summary	Manual Progress	Baseline	Manual Progress	Baseline

ID	Task Name	Duration	Start	Finish	Actual Start	Actual Finish	2025																							
							Feb	Mar	Qtr 2, 2024			May	Jun	Qtr 3, 2024		Aug	Sep	Qtr 4, 2024		Nov	Dec	Qtr 1, 2025			Feb	Mar	Qtr 2, 2025		May	Jun
67	Addition Enclosed	1 day	Thu 11/28/24	Thu 11/28/24	NA	NA																								
68	Interior Finish	106 days	Tue 8/20/24	Mon 2/17/25	NA	NA																								
69	MEP/Make Safe/Disconnects	1 day	Tue 8/20/24	Tue 8/20/24	NA	NA																								
70	Temp Partitions & Temp Protection Installed	1 day	Wed 8/21/24	Wed 8/21/24	NA	NA																								
71	Demolition	10 days	Thu 8/22/24	Wed 9/4/24	NA	NA																								
72	MEPF Overhead	12 days	Thu 9/5/24	Mon 9/23/24	NA	NA																								
73	Interior Framing	8 days	Fri 11/8/24	Wed 11/20/24	NA	NA																								
74	Door Frames	2 days	Fri 11/15/24	Mon 11/18/24	NA	NA																								
75	MEP In-Wall Rough-In	8 days	Thu 11/14/24	Tue 11/26/24	NA	NA																								
76	Drywall Hang & Finish	8 days	Thu 11/28/24	Tue 12/10/24	NA	NA																								
77	Prime & First Coat	5 days	Thu 12/12/24	Thu 12/19/24	NA	NA																								
78	Ceiling Grid	5 days	Mon 12/23/24	Mon 12/30/24	NA	NA																								
79	Overhead Trim Out	10 days	Tue 12/31/24	Fri 1/17/25	NA	NA																								
80	Casework	7 days	Mon 1/13/25	Thu 1/23/25	NA	NA																								
81	Tile	3 days	Mon 1/20/25	Thu 1/23/25	NA	NA																								
82	Epoxy Flooring	5 days	Fri 1/24/25	Tue 2/4/25	NA	NA																								
83	Flooring	4 days	Fri 1/24/25	Fri 1/31/25	NA	NA																								
84	RR Fixtures	2 days	Thu 2/6/25	Fri 2/7/25	NA	NA																								
85	Ceiling Tile	3 days	Tue 2/4/25	Fri 2/7/25	NA	NA																								
86	Doors & Hardware	3 days	Mon 2/10/25	Thu 2/13/25	NA	NA																								
87	Specialties	2 days	Mon 2/10/25	Tue 2/11/25	NA	NA																								
88	Pre-Punch & Final Clean	2 days	Thu 2/13/25	Mon 2/17/25	NA	NA																								
89	Fitness Area (Alternate 1)	95 days	Thu 8/29/24	Fri 2/7/25	NA	NA																								
90	Structure/Enclosure	95 days	Thu 8/29/24	Fri 2/7/25	NA	NA																								
91	Grading/Building Pad	1 day	Thu 8/29/24	Thu 8/29/24	NA	NA																								
92	Foundations	4 days	Tue 9/3/24	Fri 9/6/24	NA	NA																								
93	Masonry Base Course	2 days	Mon 9/9/24	Tue 9/10/24	NA	NA																								
94	Underslab MEP	3 days	Thu 9/12/24	Mon 9/16/24	NA	NA																								
95	Slab on Grade Prep & Pour	4 days	Tue 9/17/24	Fri 9/20/24	NA	NA																								
96	CMU Walls	8 days	Mon 9/30/24	Thu 10/10/24	NA	NA																								
97	Steel Joist & Decking	5 days	Thu 12/12/24	Thu 12/19/24	NA	NA																								
98	Roofing	5 days	Mon 12/23/24	Mon 12/30/24	NA	NA																								
99	Vapor Barrier	2 days	Tue 12/31/24	Thu 1/2/25	NA	NA																								
100	Structure /Enclosure Weather Days	8 days	Tue 1/21/25	Thu 2/6/25	NA	NA																								
101	Temporary Openings	1 day	Fri 1/3/25	Fri 1/3/25	NA	NA																								
102	EIFS	5 days	Fri 1/3/25	Mon 1/13/25	NA	NA																								
103	Glazing	4 days	Tue 1/14/25	Mon 1/20/25	NA	NA																								
104	Fitness Addition Enclosed	1 day	Fri 2/7/25	Fri 2/7/25	NA	NA																								
105	Interior Finish	20 days	Tue 12/31/24	Fri 2/7/25	NA	NA																								
106	MEPF Overhead	8 days	Tue 12/31/24	Tue 1/14/25	NA	NA																								
107	Prime & Paint	2 days	Thu 1/16/25	Fri 1/17/25	NA	NA																								
108	Overhead Trim Out	4 days	Mon 1/20/25	Fri 1/24/25	NA	NA																								
109	Flooring	3 days	Tue 1/28/25	Fri 1/31/25	NA	NA																								
110	Doors & Hardware	1 day	Tue 2/4/25	Tue 2/4/25	NA	NA																								
111	Pre-Punch & Final Clean	2 days	Thu 2/6/25	Fri 2/7/25	NA	NA																								
112	Closeout	217 days	Mon 2/10/25	Thu 12/18/25	NA	NA																								
113	Fitness Addition Owner Punch Walk	1 day	Mon 2/10/25	Mon 2/10/25	NA	NA																								
114	Life Safety Final Inspections	5 days	Mon 2/10/25	Tue 2/18/25	NA	NA																								
115	Bunk Additions & Renovations Owner Punch Wa	1 day	Tue 2/18/25	Tue 2/18/25	NA	NA																								
116	Building TCO	1 day	Tue 2/18/25	Tue 2/18/25	NA	NA																								
117	Substantial Completion	0 days	Tue 2/18/25	Tue 2/18/25	NA	NA																								
118	Final Site Seeding & Establishment	30 days	Mon 4/7/25	Fri 5/16/25	NA	NA																								
119	Final C of O (After Seeding Established)	1 day	Mon 5/19/25	Mon 5/19/25	NA	NA																								
120	10 Month Warranty Walk Through	1 day	Thu 12/18/25	Thu 12/18/25	NA	NA																								

Legend

- Baseline Milestone ◊
- Task
- Milestone
- Critical Task
- Baseline
- Manual Progress
- Baseline Summary
- Split
- Summary
- Final Site Seeding & Establishment
- Final C of O (After Seeding Established)

Amendment #1: Exhibit E - Schedule of Alternates

July 10, 2024

Schedule of Alternates

The following alternate(s) have been accepted and are included within the GMP amount:

- 1 Alternate No. 1: Fitness Addition

Amendment #1: Exhibit F - Schedule of Allowances

July 10, 2024

Schedule of Allowances

- 1 Owner Allowance: \$100,000.00
- 2 Unsuitable Soils Allowance:\$25,000.00

EXHIBIT 4

Bond No. 7464233

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

Old Republic Insurance Company, as surety ("Surety"), and
Newkirk Novak Construction Partners, Inc., 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 \$ 1,766,411.00
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 May 8, 2024
under City Project No. 6-C-031-24 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 Modernization of Fire Stations
project (Fire Station No. 2) 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 the period(s) as stated in
the Contract.

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 the period(s) as stated in the Contract Documents, 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 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 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 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: Old Republic Insurance Company
Attention: Kelly Kimmel
Street: 631 Excel Drive, Suite 200
City, State,
ZIP: Mt. Pleasant, PA 15666

CONTRACTOR

Name: Newkirk Novak Construction Partners, Inc.
Attention: Kelley Cline
Street: 11200 W. 79th Street
City, State,
ZIP: Lenexa, KS 66214

OWNER

City of Olathe, Kansas
Attn: Jeff Blakeman, Sr. Building Design Project Manager
1385 S. Robinson Drive
Olathe, KS 66061

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Lenexa, KS/ Kansas City, MO

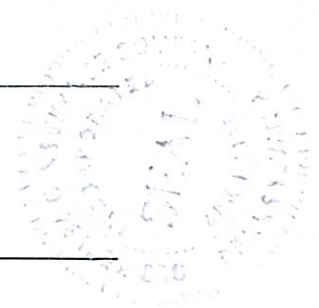
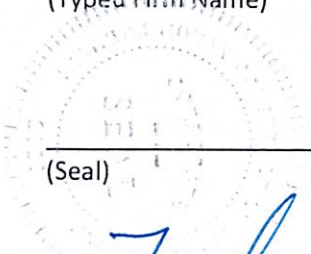
on this, the 22nd day of July, 2024.

Contractor

Surety

Newkirk Novak Construction Partners, Inc.
(Typed Firm Name)

Old Republic Insurance Company
(Typed Firm Name)



(Seal)

(Seal)

By: [Handwritten Signature]
(Signature)

By: [Handwritten Signature]
(Signature)

Lynn Merkul
(Printed Name)

C. Stephens Griggs
(Printed Name)

President
(Title)

Attorney-in-Fact
(Title)

11200 W. 79th Street

631 Excel Drive, Suite 200

Lenexa, KS 66214
(Address)

Mt. Pleasant, PA 15666
(Address)

913-312-9535
(Phone Number)

(724) 834-5000
(Phone Number)

July 22, 2024
(Date of Execution)

July 22, 2024
(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.



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER

REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, KELLIE A. MEYER, VERONICA LAWVER, LAUREN SCOTT, HILLARY SHEPARD, ERIN LAVIN of Kansas City, MO its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-5654

Signed and sealed at the City of Brookfield, WI this 22nd day of July, 2024

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

LOCKTON COMPANIES, LLC.

EXHIBIT 5

Bond No. 7464233

**CITY OF OLATHE, KANSAS
STATUTORY BOND**

Old Republic Insurance Company, a Corporation,
organized under the laws of the state of Pennsylvania, and authorized to do business in the
state of Kansas, as surety ("Surety"), and Newkirk Novak Construction Partners, Inc.
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
\$ 1,766,411.00, 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 May 8, 2024
under City Project No. 6-C-031-24 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 Modernization of Fire Stations project (Fire Station No. 2) 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: Old Republic Insurance Company
 Attention: Kelly Kimmel
 Street: 631 Excel Drive, Suite 200
 City, State,
 ZIP: Mt. Pleasant, PA 15666

CONTRACTOR

Name: Newkirk Novak Construction Partners, Inc.
 Attention: Kelley Cline
 Street: 11200 W. 79th Street
 City, State,
 ZIP: Lenexa, KS 66214

OWNER

City of Olathe, Kansas
Attn: Jeff Blakeman, Sr. Building Design Project Manager
1385 S. Robinson Drive
Olathe, Kansas 66061

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.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

Lenexa, KS/ Kansas City, MO

on this, the 22nd day of July, 2024.

Contractor

Surety

Newkirk Novak Construction Partners, Inc.
(Typed Firm Name)

Old Republic Insurance Company
(Typed Firm Name)

(Seal)

(Seal)

By:



By:



(Signature)

(Signature)

Lynn Newkirk
(Printed Name)

C. Stephens Griggs
(Printed Name)

(Title)

Attorney-in-Fact
(Title)

11200 W. 79th Street

631 Excel Drive, Suite 200

Lenexa, KS 66214

Mt. Pleasant, PA 15666

(Address)

(Address)

913-312-9535

(724) 834-5000

(Phone Number)

(Phone Number)

July 22, 2024

July 22, 2024

(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.)



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

CHRISTY M. BRAILE, DEBRA J. SCARBOROUGH, JEFFREY C. CAREY, MARY T. FLANIGAN, PATRICK T. PRIBYL, EVAN D. SIZEMORE, CHARISSA D. LECUYER

REBECCA S. LEAL, TAHITIA M. FRY, C. STEPHENS GRIGGS, KELLIE A. MEYER, VERONICA LAWVER, LAUREN SCOTT, HILLARY SHEPARD, ERIN LAVIN of Kansas City, MO its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on December 10, 2019. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on December 10, 2019.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and not guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by chairmen, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 7th day of October, 2022.

Karen J. Haffner
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 7th day of October, 2022, personally came before me, Alan Pavlic and Karen J. Haffner, to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public

My Commission Expires: September 28, 2026

CERTIFICATE

(Expiration of notary's commission does not invalidate this instrument)

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



40-5654

Signed and sealed at the City of Brookfield, WI this 22nd day of July, 2024

Karen J. Haffner
Assistant Secretary

ORSC 11008 (6-93)

LOCKTON COMPANIES, LLC.