

AIA Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the 26th day of August in the year 2025, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 21st day of April in the year 2023 (the "Agreement")

(In words, indicate day, month, and year.)

for the following **PROJECT**:

(Name and address or location)

Olathe Animal Services - Phase 1 Demolition
1120 E Santa Fe St
Olathe, KS 66061

THE OWNER:

(Name, legal status, and address)

City of Olathe, Kansas
100 E Santa Fe
PO Box 768
Olathe, KS 66061

Owner's Designated Representative
Jennifer Gerlach
Project Advocates
5821 W 137th St
Overland Park, KS 66223

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

Nabholz Construction Corporation
17300 W 116th St
Lenexa, KS 66219

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE**
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ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed SIX HUNDRED THIRTY FIVE THOUSAND FIVE HUNDRED SIXTY EIGHT Dollars (\$ 635,568.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.

(Provide itemized statement below or reference an attachment.)

See Exhibit C

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price
N/A	

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A		

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☐ The date of execution of this Amendment.

☒ Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

October 2025

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

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User Notes:

(928204142)

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

- ☐ Not later than () calendar days from the date of commencement of the Work.
- ☒ By the following date: December 31, 2025

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

N/A

Section	Title	Date	Pages
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§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

See Exhibit D

Number	Title	Date
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§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
N/A		

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

Item	Price
Construction Manager Contingency	\$16,967.00
Owner's Allowance	\$50,000.00

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

Exhibit B

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

Exhibit A – Revisions to Current Agreement

Exhibit B – Clarifications/Exclusions

Exhibit C – GMP

Exhibit D – Listing of Drawings, Specifications, Addenda and Other Conditions of the Contract

Exhibit E – Phase 1 Master Schedule

Exhibit 4 to Agreement Performance & Payment Bond

Exhibit 5 to Agreement Statutory Bond

Exhibit 7 to Agreement NonCollusive Affidavit of Prime Bidder

Parties understand and agree that:

Exhibit 6 to Agreement Appointment of Process Agent is not required because Construction Manager qualifies for an exception under K.S.A. 16-113 as a foreign corporation qualified to do business and in good standing in the State of Kansas as the date of the Agreement and this Amendment.

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

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

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

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

OWNER (Signature)

John Bacon, Mayor

(Printed name and title)



CONSTRUCTION MANAGER (Signature)

Mike Mackey, Executive Vice President

(Printed name and title)



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Exhibit A – GUARANTEED MAXIMUM PRICE AMENDMENT (PHASE 1)

TO AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER *Olathe Animal Services*

Pursuant to the Agreement, dated 08/21/2023 between City of Olathe (Owner) and Nabholz Construction Corporation (the Construction Manager), for construction of the Olathe Animal Services (the Project), the Owner and Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below.

17300 W. 116th St. | Lenexa, Kansas 66219 | Phone 1. 877.NABHOLZ

Conway, AR | Little Rock, AR | North Little Rock, AR | Jonesboro, AR | Fort Smith, AR | Rogers, AR | Springfield, MO | Columbia, MO
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EXHIBIT A - Revisions to current Agreement:

ARTICLE 1

Section 1.1.2; modify the Project's physical characteristic to read:

The Animal Services project will be located at 1120 E Santa Fe St, Olathe, KS 66061. This will be a 24,000 square foot new building consisting of offices, Veterinary Clinic, public space, and animal kennels. The facility will be used for animal control and pet adoption.

Section 1.1.3; modify the Guaranteed Maximum Price to read:

Phase 1 Demolition Package will be Six Hundred Thirty-Five Thousand Five Hundred Sixty-Eight Dollars (\$635,568.00).

Phase 2 Building Package – to be determined

Section 1.1.4; modify design and construction dates to read:

Construction commencement date:

Phase 1 = October 2025

Phase 2 = March 2026

Substantial commencement date:

Phase 1 = December 2025

Phase 2 = April 2027

Section 1.1.8; modify Owner's representative to read:

Jennifer Gerlach

Project Advocates

5821 W 137th St

Overland Park, KS 66223

Updated Exhibit 2 Construction Manager Hourly Rates Schedule

Exhibit 2 to the Agreement is hereby replaced with updated rates for work to be performed in 2025 and 2026.

See attachment.



Nabholz Construction

17300 W. 116th St.

Lenexa, KS 66219

Exhibit 2

8/21/2023

Revised 8/25/2025

Direct Personnel Expense – Professional Rates

ANIMAL SHELTER PROJECT NO. 6-C-007-23

REIMBURSABLE COST ITEMS			
JOB TITLE	HOURLY RATE 2023	HOURLY RATE 2025	HOURLY RATE 2026
EVP Operations	\$203	\$215	\$222
Project Executive	\$179	\$184	\$190
Senior Project Manager	\$154	\$163	\$168
Project Manager	\$120	\$127	\$131
Assistant Project Manager	\$91	\$97	\$99
Project Engineer	\$76	\$81	\$83
Preconstruction Manager	\$144	\$153	\$157
Preconstruction Specialist	\$101	\$107	\$110
Senior Estimator	\$96	\$102	\$105
Estimator	\$81	\$86	\$89
BIM (VDC)	\$102	\$108	\$111
MEP Support	\$144	\$153	\$157
Safety Support	\$130	\$138	\$142
Quality Assurance	\$130	\$138	\$142
Project Management Assistant	\$69	\$73	\$75
General Superintendent	\$203	\$215	\$222
Senior Superintendent	\$145	\$154	\$158
Superintendent	\$108	\$115	\$118
Field Engineer	\$80	\$85	\$87
Intern	\$50	\$53	\$55

*The rates are current for the calendar year as of the date of the Agreement. Rates are subject to a 3% annual adjustment for each additional calendar year.

*Owner acknowledges that Contractor contends the Charging Rates noted are confidential and competitive to Construction Manager, to the extent allowed by the Kansas Open Records Act or other applicable law, shall not be disclosed to any third-party without advance written authorization of Construction Manager's Operations President. Should the date of commencement, as defined in the initial solicitation, be delayed through no fault of the Construction Manager, the Construction Manager reserves the right to substitute project team members from those originally proposed or be entitled to compensation for those team members per the rate schedule.



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EXHIBIT B – Clarifications/Exclusions:

ARTICLE IV CLARIFICATIONS

- Material Escalation - The total GMP amount is based on current material prices provided at the time of bid and does not include impacts from unforeseeable cost or schedule impacts due to market fluctuations. As the current market conditions are volatile, sudden price increases could occur along with delays in manufacturing and or delivery of materials/equipment to the project site. The Construction Manager agrees to utilize its best effort to minimize cost impacts, however, should there be any increase for required materials/equipment the Owner Agrees to pay the Construction Manager for the increased cost. The Construction Manager will provide written notice of such claims with supplemental documentation showing the increased cost.
- Construction schedule assumes 5 weather days. Additional costs incurred for delays beyond the accounted for weather days are not included.
- This GMP accounts for costs associated with Temp Fence and mowing for the time allotted for this project only.

ARTICLE V EXCLUSIONS

- 3rd Party Testing and Inspections to be completed and paid for by Owner.
- Sales or Use Taxes.
- Removal or replacement of unforeseen conditions, utilities, structures or similar not included in the contract documents.
- Cost incurred for rock excavation

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EXHIBIT C - GMP

GMP Cost Breakdown – See Attachment

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Job Phase	Trade Pkg	Description	Grand Total Amount
1.0		Olathe Animal Services ERP Phase 1	
	02.0	Building & Partial Foundation Demo	110,838
	03.0	Asbestos Abatement & Hazardous Material Disposal	23,244
	31.1	Earthwork, Utilities, and Site Demolition	199,051
	33.0	General Works	60,900
		1.0 Olathe Animal Services ERP Phase 1	394,032

Estimate Totals

Description	Amount		Totals
Direct Work Summary	394,032		394,032
Sales and Use Tax	0	0.00%	
Taxes	0		394,032
General Liability & Builder's Risk	6,801	1.07%	
Performance Payment Bond	3,178	0.50%	
Insurance & Bonds	9,979		404,011
Preconstruction Services Fee	0		
Preconstruction Fee	0		404,011
General Conditions	139,079		
General Conditions	139,079		543,090
Project Fee	25,423	4.00%	
Contractors Fee	25,423		568,513
Construction Contingency	17,055	3.00%	
Contractor Contingency	17,055		585,568
Owner's Allowance	50,000		
Owner's Allowance	50,000		635,568
Total			635,568



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EXHIBIT D - Listing of Drawings, Specifications, Addenda, and other Conditions of the Contract

Drawings dated and sealed on 07/22/2024 by SK Design

Drawing No.	Drawing Title	Revision	Drawing Date	Received Date	Set Name
C101	Sit Demolition Plan Phase 1	0	7/22/2025	7/23/2025	Bid Set
C301	Lot 2 Phase 1 Demolition Grading Plan	0	7/22/2025	7/23/2025	Bid Set
C051	Site Erosion Control Phase 1	0	7/22/2025	7/23/2025	Bid Set
C052	Site Erosion Control Phase 2	0	7/22/2025	7/23/2025	Bid Set
C062	Site Erosion Control Details - 1	0	7/22/2025	7/23/2025	Bid Set
C063	Site Erosion Control Details - 2	0	7/22/2025	7/23/2025	Bid Set

Specifications by SK Design:

Number	Description	Revision	Issued Date	Received Date	Set
N/A	N/A	N/A	N/A	N/A	N/A

Addenda:

ADDENDUM NO.1 DATED 07/29/2025:

Item No.1 Prebid Meeting Sign-in Sheet

1. Sign-in sheet from the Prebid meeting was attached.

Item No. 2 Updated Plans

1. Updated set of plans from SK Design.
2. Plans are now engineer stamped.
3. SWPPP plans have been included for Phase 1 and Phase 2. Only Phase 1 will be bid at this time.
4. Minor clarifying changes to delineate between Phase 1 and Phase 2.

ADDENDUM NO. 2 DATED 08/07/2025:

Item No. 1 Prebid RFI Log

1. Prebid RFI log with responses.



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EXHIBIT E – Phase 1 Master Schedule

The following pages contain the Master Schedule for Phase 1 Demolition.

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Preliminary Master Schedule.mpp

ID	Task	Task Name	Duration	Start	Finish	18	23	28	2	7	12	17	22	27	October 2025	2	7	12	17	22	27	November 2025	1	6	11	16	21	26	December 2025	1	6
1	Mode	Preconstruction Items	20 days	Tue 8/26/25	Mon 9/22/25																										
2		Permitting	20 days	Tue 8/26/25	Mon 9/22/25																										
3		Construction	42 days	Wed 10/1/25	Fri 11/28/25																										
4		Mobilization	0 days	Wed 10/1/25	Wed 10/1/25																										
5		Install Temp Fencing	5 days	Wed 10/1/25	Tue 10/7/25																										
6		Building Demolition	17 days	Wed 10/8/25	Thu 10/30/25																										
7		Demo Jiffy Lube Building and Foundation	10 days	Mon 10/13/25	Fri 10/24/25																										
8		Demo Main Sutherlands Building	9 days	Mon 10/20/25	Mon 10/30/25																										
9		Demo Outbuildings	9 days	Wed 10/8/25	Mon 10/20/25																										
10		Remove Existing Fencing	3 days	Tue 10/21/25	Thu 10/23/25																										
11		Abatement	8 days	Wed 10/8/25	Fri 10/17/25																										
12		Remove tanks from Jiffy Lube Site	3 days	Wed 10/8/25	Fri 10/10/25																										
13		Abate Sutherlands Building	5 days	Mon 10/13/25	Fri 10/17/25																										
14		Stewwork and Utility Demolition	37 days	Wed 10/8/25	Fri 11/28/25																										
15		Install SWPPP Protocols	3 days	Wed 10/8/25	Fri 10/10/25																										
16		Demo Jiffy Lube Parking Lot	3 days	Mon 10/27/25	Wed 10/29/25																										
17		Demo Sutherlands Parking Lot in Lot 1	4 days	Fri 10/31/25	Wed 11/5/25																										
18		Remove/Cap Utilities	8 days	Fri 10/31/25	Tue 11/11/25																										
19		Fill Sewer with Flowable fill	3 days	Wed 11/12/25	Fri 11/14/25																										
20		Backfill Jiffy Lube Basement	2 days	Thu 10/30/25	Fri 10/31/25																										
21		Rough Grade Lot 1	4 days	Mon 11/17/25	Thu 11/20/25																										
22		Weather Days	5 days	Fri 11/21/25	Fri 11/28/25																										
23		Substantial Completion	0 days	Fri 11/28/25	Fri 11/28/25																										

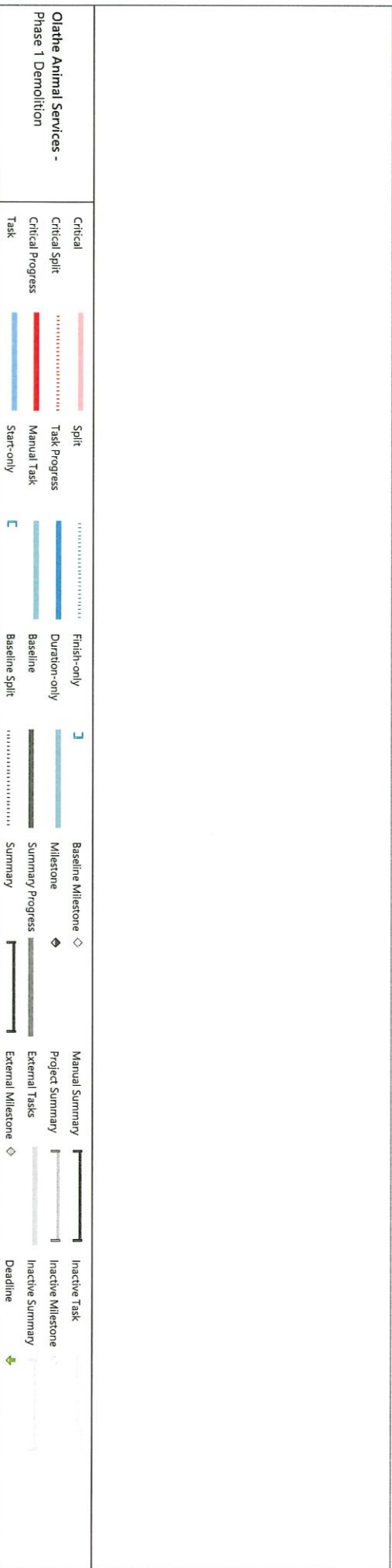


EXHIBIT 4

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. 6-C-007-23 to timely and fully provide all labor, tools, equipment and materials or
supplies in conformance with generally accepted standards for quality, skill and construction of similar
projects in a workmanlike manner, as designated, described and required by the Instruction to Bidders,
Bid Proposal, the Contract Documents, General and Technical or Special Specifications of the Contract,
Plans, and any Written Addendum's or Change Orders, (hereinafter collectively referred to as the
"Contract"), as may be necessary to ensure the timely completion of the Olathe Animal Shelter 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 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: _____
Attention: _____
Street: _____
City, State, _____
ZIP: _____

CONTRACTOR

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

OWNER

City of Olathe, Kansas
Attn: Dustin Fergen, Facilities 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.

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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.

EXHIBIT 5

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. 6-C-007-23 to timely and fully provide all labor, tools, equipment and materials or
supplies in conformance with generally accepted standards for quality, skill and construction of similar
projects, in a workmanlike manner, designated, described and required by the Instruction to Bidders,
Bid Proposal, the Contract, General and Technical or Special Specifications of the Contract, and any
Written Addendum's or Change Orders, (the "Contract"), used or consumed in connection with or in or
about the Olathe Animal Shelter 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
Attn: Dustin Fergen, Facilities 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

_____ ,

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.)

EXHIBIT 7

NONCOLLUSIVE AFFIDAVIT OF PRIME BIDDER

STATE OF Kansas)

COUNTY OF Johnson) ss.

Mike Mackey, being first duly sworn, deposes and states that:

(1) He/she is EVP (owner, partner, officer, representative or agent) of Nabholz Const. Corp. (company) the bidder having submitted the attached bid;

(2) He/she is fully informed of the contents of the attached bid and of all the circumstances surrounding the preparation of such bid;

(3) Such bid is genuine and is not a collusive or sham bid;

(4) Neither the said bidder nor any of its officers, partners, owners, representatives, employees, or parties interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other bidder, firm, or person to:

(a) submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted;

(b) refrain from bidding in connection with such contract;

(c) fix the price or prices in the attached bid, or the price or prices of any other bidder;

(d) fix any overhead, profit, or cost element of the bid price, or the bid prices of any other bid;

(e) secure an unlawful advantage against the City of Olathe, Kansas, or any person interested in the proposed contract.

(5) The price or prices quoted in the attached bid are fair and proper and not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties interest, including this affiant.

By [Signature]

Title EVP of Operations

Subscribed to and sworn to before me, the undersigned, a Notary Public, this 2 day of September, 2025.

(Seal)



[Signature]

Notary Public

My Commission Expires: 12.21.2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/30/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stephens Insurance, LLC 111 Center Street, Suite 100 Little Rock, AR 72201 www.stephensinsurance.com	CONTACT NAME: Garrett Walker	FAX (A/C, No):	
	PHONE (A/C, No, Ext): 501-377-6383	E-MAIL ADDRESS: garrett.walker@stephens.com	
INSURED Nabholz Construction Services (KS) 1707 E 123rd Terrace Olathe KS 66061	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: American Contractors Insurance Co RRG		12300
	INSURER B: Phoenix Insurance Company		25623
	INSURER C: Continental Insurance Company		35289
	INSURER D: ACIG Insurance Company		19984
	INSURER E: AGCS Marine Insurance Company		22837
	INSURER F: Berkley Assurance Company		39462

COVERAGES

CERTIFICATE NUMBER: 85558574

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	GL25A00080	6/1/2025	6/1/2026	EACH OCCURRENCE \$10,000,000
A	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GL25B00080 (GL Excess)	6/1/2025	6/1/2026	DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000
A	<input checked="" type="checkbox"/> XCU Included		GL25C00080 (GL Excess)	6/1/2025	6/1/2026	MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> Contractual Liability					PERSONAL & ADV INJURY \$10,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$10,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$10,000,000
	OTHER:					\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/>	VTC2N-CAP-4R630829-PHX-25	6/1/2025	6/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> AUTOS ONLY					\$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	CUE7014992223	6/1/2025	6/1/2026	EACH OCCURRENCE \$10,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0					AGGREGATE \$10,000,000
						\$
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	WCA000011325	6/1/2025	6/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
D	<input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	<input type="checkbox"/> N/A	WCA000007725	6/1/2025	6/1/2026	E.L. EACH ACCIDENT \$1,000,000
D	(Mandatory in NH)		WCA000003125	6/1/2025	6/1/2026	E.L. DISEASE - EA EMPLOYEE \$1,000,000
D	If yes, describe under DESCRIPTION OF OPERATIONS below		WCA000017125	6/1/2025	6/1/2026	E.L. DISEASE - POLICY LIMIT \$1,000,000
E	Builders Risk		MXI93094627 & MXI93094631	6/1/2025	6/1/2026	Completed Value
F	Contr. Professional & Pollution Liab		PCAB-5028028-0625	6/1/2025	6/1/2026	Per Claim & Agg 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate Holder is included as Additional Insured with respect to the General & Auto liability, when required in written contract.
Certificate Holder is Loss Payee with respect to the Builders Risk coverage.
Builders Risk coverage applies to the terms in the policy.
30 Days Notice of Cancellation will be provided to the Certificate Holder in the event that the policy is cancelled, except for non-payment of premium, which is 10 Days.

CERTIFICATE HOLDER

CANCELLATION

Animal Shelter, Project No. 6-C-007-23 City of Olathe 100 East Santa Fe Olathe KS 66051	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Ted Grace

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ACORD 25 (2016/03)

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ADDITIONAL INSURED – AUTOMATIC STATUS AS REQUIRED BY CONTRACT – BLANKET

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

SCHEDULE

Any person or organization that you are required by written contract to include as an additional insured on this policy if the contract is executed prior to the loss.

- A. Section II, Who Is An Insured is amended to include as an additional insured any person or organization shown in the above SCHEDULE (called additional insured), but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of your premises or your operations for the additional insured, and only to the extent and for the minimum limits required in the written contract.
- B. The insurance provided to the additional insured is subject to the following limitations:
1. Unless a written contract specifically requires additional insured coverage for your completed operations, this insurance does not apply to "bodily injury" or "property damage" occurring after "your work" for the additional insured has been completed or after that portion of "your work" out of which the "bodily injury" or "property damage" arises has been put to its intended use by any person or organization, whichever occurs first.
 2. Unless broader coverage is specifically required by written contract, this insurance provides additional insured coverage only for liability for "bodily injury", "property damage" or "personal and advertising injury" to the extent caused by the named insured's acts or omissions or the acts or omissions of those acting on the named insured's behalf. If broader coverage is specifically required by written contract, this insurance does not apply to "bodily injury" or "property damage" or "personal and advertising injury" arising out of the sole negligence, act, or omission of the Additional Insured unless additional insured coverage for an Additional Insured's sole negligence, act, or omission is specifically required by written contract.
 3. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" for which the additional insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement except to the extent that the additional insured would have been obligated to pay such damages in the absence of the contract or agreement.
 4. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering or failure to render any professional services by any insured or on any insured's behalf, including:
 - a) The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, drawings or specifications; or
 - b) Supervisory, inspection, architectural, or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.
 5. This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.
 6. The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.
 7. The insurance afforded to the additional insured shall not exceed the minimum limits required in the written contract.
- C. In no event shall the insurance provided to the additional insured exceed the minimum coverage required by the written contract, including but not limited to minimum limits, minimum scope of coverage, or minimum duration of coverage. If a written contract or agreement requires that additional insured status be provided by the use of specified edition dates of the ISO CG2010 and/or CG2037, then the terms of that endorsement are incorporated into this endorsement as respects such additional insured and shall supersede the coverage grant and limitations in Sections A. and B. of this endorsement. In the event that CG2010 and/or CG2037 are required but no edition dates are specified, the 04/13 editions shall apply.
- D. This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: Policy No.: GL25A00080

Endorsement No.:

Insured: Nabholz Construction Services

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured is amended to include as an additional insured any person or organization from whom you lease equipment when you and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on your policy. Such person or organization is an insured only with respect to their liability caused, in whole or in part, by the maintenance, operation or use by you of equipment leased to you by such person or organization. A person's or organization's status as an insured under this endorsement ends when their contract with you for such leased equipment ends.
- B. With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:
 - 1. To any "occurrence" which takes place after the equipment lease expires;
 - 2. Unless specifically required by written contract, to "bodily injury" or "property damage" caused by the negligence of such person or organization.
- C. This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, minimum duration, and minimum scope of coverage required by the contract.
- D. It is agreed and understood no other additional insured endorsement attached to this policy will apply unless such a person or organization is specifically designated in that endorsement.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2025

Policy No.: GL25A00080

Endorsement No.:

Policy Effective: 06/01/2025

Premium \$

Insured: Nabholz Construction Services

Insurance Company: American Contractors Insurance Company Risk Retention Group

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designation of Premises (Part Leased to You):

Any premises leased to you where you are required by a lease agreement to add a person or organization as an additional insured.

Name of Person or Organization (Additional Insured):

As required by the lease agreement.

Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law.

This insurance shall not exceed the scope of coverage, including limits, of this policy and in no event shall the insurance provided to the additional insured exceed the scope of coverage, including minimum limits, minimum scope of coverage, and minimum duration of coverage, required by the contract.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a written contract or agreement requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured. Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 06/01/2025

Policy No.: GL25A00080

Endorsement No.:

Policy Effective: 06/01/2025

Insured: Nabholz Construction Services

Premium \$

Insurance Company: American Contractors Insurance Company Risk Retention Group

**ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY
OR SUBDIVISION OR POLITICAL SUBDIVISION –
PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
SCHEDULE**

State or Governmental Agency or Subdivision or Political Subdivision:

Any state or political subdivision that you are required to include as an additional insured as a condition for issuance of a permit or authorization.

Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

- (1) This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:
 - a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 - b. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- (2) This insurance does not apply to:
 - a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or
 - b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

With respect to these additional insureds, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by any insured, including:

- (1) The preparing, approving or failure to prepare or approve maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or
- (2) Supervisory, inspection or engineering services.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured.

This endorsement shall not apply to a person or organization if any other additional insured endorsement attached to this policy specifically applies to that person or organization.

The insurance afforded herein only applies to the extent permitted by applicable state law, including statutes governing additional insured coverage in the construction industry.

This insurance is excess to any other insurance, whether primary, excess, contingent or on any other basis, available to the additional insured unless a condition for the issuance of the permit or authorization requires that this insurance be primary or primary and non-contributing. However, this insurance is always excess to other insurance, whether primary, excess, contingent or on any other basis, when the additional insured has been added to the other insurance as an additional insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 06/01/2025

Policy No.: GL25A00080

Endorsement No.:

Insured: Nabholz Construction Services

Premium \$

Insurance Company: American Contractors Insurance Co. RRG

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE – CERTIFICATE HOLDERS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The certificate of insurance holders shown in the schedule below have requested that they receive written notice of cancellation, nonrenewal or material change with respect to this policy. If we decide to cancel, nonrenew or make a material change to this policy, we agree to mail or deliver sixty (60) days advance written notice to the certificate of insurance holders shown in the schedule below. However, if we are cancelling or nonrenewing due to nonpayment of premium, we will only provide the certificate of insurance holders shown in the schedule below with ten (10) days advance written notice.

The notice of cancellation, nonrenewal or material change will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide notice of cancellation, nonrenewal or material change to the certificate of insurance holders shown in the schedule below.

SCHEDULE

All certificate of insurance holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured.

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, conditions, provisions, agreements or limitations of the mentioned Policy, other than as above stated.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: **Same as policy effective date unless otherwise indicated above.**

Policy Effective: 6/1/2025

Policy No.: GL25A00080

Endorsement No.:

Insured: Nabholz Construction Services

Premium \$

Insurance Company: American Contractors Insurance Co RRG

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Covered Autos Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph a. and paragraph d. of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000011325

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation
Nabholz Construction Services

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000007725

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000003125

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will advise the certificate holder shown in the schedule below.

This endorsement does not change the policy to which it is attached or operate directly or indirectly to benefit anyone.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Certificate Holder Name and Address:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

All other terms and conditions of this policy remain unchanged.

This endorsement is only applicable in the states of Connecticut and North Carolina.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 06/01/2025

Policy No. WCA000003125

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation

Carrier Name/Code: ACIG Insurance Company

TEXAS NOTICE OF MATERIAL CHANGE ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

In the event of cancelation or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Number of days advance notice:

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is only applicable in the state of Texas.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000003125

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation

Carrier Name/Code: ACIG Insurance Company

NOTICE OF CANCELLATION, NONRENEWAL OR MATERIAL CHANGE ENDORSEMENT

In the event of cancellation, nonrenewal or other material change of the policy, we will mail advance notice to the person or organization named in the Schedule. The number of days advance notice is shown in the Schedule.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule**1. Number of days advance notice:**

60 days. However, in the case of cancellation or nonrenewal due to nonpayment of premium, only 10 days advance notice will be provided.

2. Notice will be mailed to:

All certificate holders where written notice of cancellation, nonrenewal or material change to this policy is required by written contract, permit or agreement with the Named Insured. The notice will be mailed to the addresses provided to us by the certificate of insurance issuer. Proof of mailing will be considered sufficient proof of our good faith attempt to provide written notice.

This endorsement is not applicable in the states of Arizona, Connecticut, New Jersey, North Carolina, Texas or Wisconsin.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: Same as Policy Effective Date unless otherwise indicated above.

Policy Effective Date: 6/1/2025

Policy No. WCA000017125

Endorsement No.

Premium \$

Insured Nabholz Construction Corporation

Carrier Name/Code: ACIG Insurance Company

WC 99 06 01

(Ed. 03-13)



or organization which may be liable to the **Insured** because of injury or damage to which this insurance may also apply; and

- vi. will not voluntarily make a payment, except at its own cost, assume any obligation, or incur any expense, other than for first aid, without the Insurer's prior consent.

3. Cooperation

With respect to both **Coverage A - Excess Follow Form Liability** and **Coverage B - Umbrella Liability**, the **Named Insured** will cooperate with the Insurer in addressing all **claims** required to be reported to the Insurer in accordance with this paragraph **O. Notice of Claims/Crisis Management Event/Covered Accident**, and refuse, except solely at its own cost, to voluntarily, without the Insurer's approval, make any payment, admit liability, assume any obligation or incur any expense related thereto.

P. Notices

Any notices required to be given by an **Insured** shall be submitted in writing to the Insurer at the address set forth in the Declarations of this Policy.

Q. Other Insurance

If the **Insured** is entitled to be indemnified or otherwise insured in whole or in part for any **damages** or **defense costs** by any valid and collectible **other insurance** for which the **Insured** otherwise would have been indemnified or otherwise insured in whole or in part by this Policy, the limits of insurance specified in the Declarations of this Policy shall apply in excess of, and shall not contribute to a **claim, incident** or such event covered by such **other insurance**.

With respect to **Coverage A - Excess Follow Form Liability** only, if:

- a. the **Named Insured** has agreed in writing in a contract or agreement with a person or entity that this insurance would be primary and would not seek contribution from any other insurance available;
- b. **Underlying Insurance** includes that person or entity as an additional insured; and
- c. **Underlying Insurance** provides coverage on a primary and noncontributory basis as respects that person or entity;

then this insurance is primary to and will not seek contribution from any insurance policy where that person or entity is a named insured.

R. Premium

All premium charges under this Policy will be computed according to the Insurer's rules and rating plans that apply at the inception of the current **policy period**. Premium charges may be paid to the Insurer or its authorized representative.

S. In Rem Actions

A quasi *in rem* action against any vessel owned or operated by or for a **Named Insured**, or chartered by or for a **Named Insured**, will be treated in the same manner as though the action were *in personam* against the **Named Insured**.

T. Separation of Insureds

Except with respect to the limits of insurance, and any rights or duties specifically assigned in this Policy to the **First Named Insured**, this insurance applies:

- 1. as if each **Named Insured** were the only **Named Insured**; and
- 2. separately to each **Insured** against whom a **claim** is made.

U. Transfer^y of Interest

Form No:
Policy Page: 21 of 32
Underwriting Company:

Policy No:
Policy Effective Date:
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Assignment of interest under this policy shall not bind the Insurer unless its consent is endorsed hereon.

V. Unintentional Omission

Based on Insurer's reliance on the **Named Insured's** representations as to existing hazards, if the **Named Insured** should unintentionally fail to disclose all such hazards at the effective date of this Policy, the Insurer will not deny coverage under this Policy because of such failure.

W. Waiver of Rights of Recovery

The Insurer waives any right of recovery it may have against any person or organization because of payments the Insurer makes under this Policy if the **Named Insured** has agreed in writing to waive such rights of recovery in a contract or agreement, and only if the contract or agreement:

1. is in effect or becomes effective during the policy period; and
2. was executed prior to loss.

VII. DEFINITIONS

For purposes of this Policy, words in bold face type, whether expressed in the singular or the plural, have the meaning set forth below.

Advertisement means a notice that is broadcast or published to the general public or specific market segments about the **Named Insured's** goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:

- A. notices that are published include material placed on the Internet or on similar electronic means of communication; and
- B. regarding web-sites, only that part of a web-site that is about the **Named Insured's** goods, products or services for the purposes of attracting customers or supporters is considered an **advertisement**.

Aircraft means any machine or device that is capable of atmospheric flight.

Arbitration proceeding means a formal alternative dispute resolution proceeding or administrative hearing to which an **Insured** is required to submit by statute or court rule or to which an **Insured** has submitted with the Insurer's consent.

Asbestos means the mineral in any form whether or not the asbestos was at any time airborne as a fiber, particle or dust, contained in or formed a part of a product, structure or other real or personal property, carried on clothing, inhaled or ingested, or transmitted by any other means.

Authorized Insured means any **executive officer**, member of the **Named Insured's** risk management or in-house general counsel's office, or any **employee** authorized by the **Named Insured** to give or receive notice of a **claim**.

Auto means:

- A. a land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
- B. any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, **auto** does not include **mobile equipment**.

Bodily injury means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the bodily injury, sickness or disease.

Claim means a:

- A. suit; or

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Underwriting Company:

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