

CITY OF OLATHE AGREEMENT

THIS AGREEMENT is made in Johnson County, Kansas, by and between the City of Olathe, Kansas, hereinafter "City," and Mayer Specialty Services, LLC, hereinafter "Contractor" (each individually a "Party" and collectively, the "Parties"). City needs stormwater pipe rehabilitation services for the Anne Shirley Drive pipe lining project (2-R-002-25) and contracts with Contractor for the work described in Contractor's proposal in **Exhibit A**.

1. FEES, EXPENSES, AND SCHEDULE. City agrees to pay Contractor an amount not to exceed \$614,250.68 for the work described in **Exhibit A**. All work under this Agreement must be completed on or before August 29th, 2025, and time is of the essence for completion of the work.

2. ADDITIONAL SERVICES. Contractor may provide services in addition to those listed **Exhibit A** when authorized in writing by City.

3. BILLING. Contractor may bill City monthly for all completed work and reimbursable expenses. Contractor must submit a bill which itemizes the work and reimbursable expenses. City agrees to pay Contractor within thirty (30) days of approval by the Governing Body or other agent of City in accordance with the City's Procurement Policy.

4. PAYMENT. If City becomes credibly informed that any representations of Contractor provided in its billing are wholly or partially inaccurate, City may withhold payment of sums then or in the future due to Contractor until the inaccuracy and the cause thereof is corrected to City's reasonable satisfaction.

5. STANDARD OF CARE. Contractor will exercise the same degree of care, skill, and diligence in the performance of the work as is ordinarily possessed and exercised by a professional under similar circumstances. If Contractor fails to meet the foregoing standard, Contractor will perform at its own cost, and without reimbursement, any work necessary to correct errors and omissions which are caused by Contractor's negligence.

6. TERMINATION FOR LACK OF FUNDS. If, for whatever reason, adequate funding is not made available by City to support or justify continuation of the level of work to be provided by Contractor under this Agreement, City may terminate or reduce the amount of work to be provided by Contractor under this Agreement. In such event, City will notify Contractor in writing at least thirty (30) days in advance of such termination or reduction of work for lack of funds.

7. DISPUTE RESOLUTION. The Parties agree that disputes regarding the work will first be addressed by negotiations between the Parties. If negotiations fail to resolve the dispute, the Party initiating the claim that is the basis for the dispute may take such steps as it deems necessary to protect its interests. Notwithstanding any such dispute, Contractor will proceed with undisputed work as if no dispute existed, and City will continue to pay for Contractor's completed undisputed work. No dispute will be submitted to arbitration without both Parties' written approval.

8. SUBCONTRACTING. Contractor may not subcontract or assign any of the work to be performed under this Agreement without first obtaining the written approval of City. Unless stated in the written approval to an assignment, no assignment will release or discharge

Contractor from any obligation under this Agreement. Any person or entity providing subcontracted work under this Agreement must comply with **Section 10 (Insurance)**.

9. INSURANCE. Contractor and any subcontractor will maintain for the term of this Agreement insurance as provided in **Exhibit B**.

10. BONDS. Contractor will obtain a Statutory Bond, using the form in **Exhibit C**, that satisfies the requirements accompanying the form and K.S.A. 60-1111, as amended. At its discretion, the City may require a Performance and Maintenance Bond, using the form in **Exhibit D**, for any work authorized pursuant to this agreement. Such Performance and Maintenance Bond must satisfy the requirements accompanying the form. Any executed bond is incorporated by reference into this agreement. The rights and remedies provided under any executed bond are in addition to and do not limit any rights afforded to the City by any other clause of this Agreement.

11. INDEMNIFICATION AND HOLD HARMLESS. For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold harmless City, its officers, appointees, employees, and agents from any and all loss, damage, liability or expense, of any nature whatsoever caused or incurred as a result of the negligence or other actionable fault of Contractor, its affiliates, subsidiaries, employees, agents, assignees, and subcontractors and their respective employees and agents. Contractor is not required hereunder to defend City, its officers, appointees, employees, or agents from assertions that they were negligent, nor to indemnify and hold them harmless from liability based on City's negligence. Any terms for indemnification of Contractor by City are subject to the Kansas Tort Claims Act.

12. KANSAS ACT AGAINST DISCRIMINATION. *Unless* Contractor employs fewer than four (4) employees during the term of this Agreement, or *unless* the total of all agreements (including this Agreement) between Contractor and City during a calendar year are cumulatively less than \$5,000, *then* during the performance of this Agreement, Contractor agrees that:

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

subcontract or purchase order so that such provisions will be binding upon such subcontractor or Contractor.

13. ENTIRE AGREEMENT. This Agreement, including all documents and exhibits included by reference herein, constitutes the entire Agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to by both Parties.

14. NO THIRD-PARTY BENEFICIARIES. Nothing contained herein will create a contractual relationship with, or any rights in favor of, any Third Party.

15. INDEPENDENT CONTRACTOR STATUS. Contractor is an independent contractor and not an agent or employee of City.

16. COMPLIANCE WITH LAWS. Contractor will abide by all applicable federal, state, and local laws, ordinances, and regulations.

17. FORCE MAJEURE CLAUSE. Neither Party will be considered in default under this Contract because of any delays in performance of obligations hereunder due to causes beyond the control and without fault or negligence on the part of the delayed Party, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, tornado, epidemic, quarantine restrictions, area-wide strike, freight embargo, unusually severe weather or delay of subcontractor or supplies due to such cause; provided that the delayed Party must notify the other Party in writing of the cause of delay and its probable extent within ten (10) days from the beginning of such delay. Such notification will not be the basis for a claim for additional compensation. The delayed Party must make all reasonable efforts to remove or eliminate the cause of delay and must, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

18. APPLICABLE LAW, JURISDICTION, VENUE. Interpretation of this Agreement and disputes arising out of or related to this Agreement will be subject to and governed by the laws of the State of Kansas, excluding Kansas' choice-of-law principles. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.

19. SEVERABILITY. If any provision of this Agreement is determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision(s) will be null and void; provided, however, that the remaining provisions of this Agreement will be unaffected and will continue to be valid and enforceable.

20. ORDER OF PRECEDENCE. If there is any conflict between the terms of this Agreement, excluding exhibits, and anything contained in the exhibits referenced herein or attached hereto, the terms and provisions of this Agreement, excluding exhibits, shall control.

[The remainder of this page is intentionally left blank.]

The Parties hereto have caused this Agreement to be executed this ____ day of _____ 20__.

CITY OF OLATHE, KANSAS

By: _____
Mayor

ATTEST:

City Clerk

(SEAL)

APPROVED AS TO FORM:

City Attorney or Deputy/Assistant City Attorney

MAYER SPECIALTY SERVICES, LLC

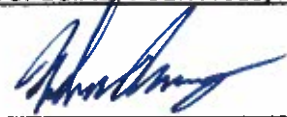
By: 
Whitney Mayer, Member
831 Industrial Rd.
Goddard, KS 67052

Exhibit A
Description of Services and Rates

QUOTE DATE *March 5, 2025*
 QUOTE EXPIRES 30 days from bid date

FROM Austin Torrente

PROJECT Anne Shirley Stormwater Sewer CCCP Rehabilitation - Olathe,KS
BID DATE 3/5/2025

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED
1	CCCP - Rehabilitate interior of existing 54" diameter by 270' long corrugated metal pipe	270	LF	\$441.17	\$119,115.90
2	CCCP - Rehabilitate interior of existing 54" diameter by 334' long corrugated metal pipe	334	LF	\$441.17	\$147,350.78
3	CCCP - Rehabilitate interior of existing 66" diameter by 300' long corrugated metal pipe	300	LF	\$539.20	\$161,760.00
4	CCCP - Rehabilitate interior of existing 66" diameter by 345' long corrugated metal pipe	345	LF	\$539.20	\$186,024.00

Total: \$614,250.68

Customer Responsibilities

- Provide water supply from fire hydrant for cleaning and material mixing operations.
- Provide access for our equipment to all locations as needed.
- Provide a covered area to store cementitious material utilized on project.
- Provide a clear and open path/road large enough for a sewer cleaning combination unit to the open end of pipes in drainage ditch.
- Provide a dumpsite, within reasonable distance, for deposit of debris removed.
- Defend, indemnify, and hold harmless Mayer Specialty Services, LLC from (1) all claims, damages, and expenses that arise or are incurred because of pre-existing conditions or anything introduced into the system which is not normal sewage, and (2) except to the extent caused by the negligence or willful misconduct of Mayer Specialty Services, LLC, all other claims, damages, and expenses that arise or are incurred during the term of this agreement.

General Terms and Conditions

INCLUSIONS:

- Provide all labor, materials, tools, equipment and supervision necessary to perform work as shown on drawings, defined in specifications and as described herein.
- Cleaning and preparation of piping prior to lining.
- Filling holes rusted through pipe with Strong Seal Products as required.
- Reconstructing rusted out flow line of pipe with Strong Seal Products as required.
- Application of 1.5-inch minimum Strong Seal Storm Seal Mix to the interior of the pipe using a robotic rotating spin caster to insure a uniform monolithic liner that the proper thickness is applied.

EXCLUSIONS:

- Mayer Specialty Services, LLC accepts no responsibility for damage that may occur because of pre-existing conditions.
- Heavy cleaning
- Sales Taxes
- Bypass Pumping
- Prevailing Wages/Davis-Bacon Wages

ACCEPTANCE OF PROPOSAL AND NOTICE TO PROCEED

Authorized Signature _____

Date Signed _____

Mayer Specialty Services, LLC

831 Industrial Rd / PO Box 469
 Goddard, KS 67052
 316-794-1165
 316-794-2717

No retainage may be withheld out of contracts less than \$1,000.00

Thank you for the opportunity to provide pricing

Exhibit B
CITY OF OLATHE INSURANCE REQUIREMENTS

These requirements apply to the Contractor or contractor ("Contractor") entering into an Agreement with the City of Olathe ("City").

A. Insurance. Secure and maintain for the term of the Agreement insurance of such types and in at least such amounts as set forth below from a Kansas authorized insurance company which carries a Best's Policyholder rating of "A-" or better and carries at least a Class "VII" financial rating or better, unless otherwise agreed to by City:

1. Commercial General Liability: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any commercial general liability policy of insurance. The insurance must apply separately to each insured against whom claim is made or suit is brought, subject to the limits of liability.

Limits: Per Occurrence, including Personal & Advertising Injury and Products/Completed Operations: \$1,000,000; General Aggregate: \$2,000,000.

2. Business Auto Insurance: City must be listed by ISO endorsement or its equivalent as an additional insured on a primary and noncontributory basis on any automobile policy of insurance. Insurance must apply separately to each insured against whom claim is made or suit is brought, subject to liability limits.

Limits: All Owned Autos; Hired Autos; and Non-Owned Autos: Per occurrence, combined single limit: \$500,000.

Notwithstanding the foregoing, if Contractor does not own any automobiles, then Contractor must maintain Hired and Non-Owned Auto insurance.

3. Worker's Compensation and Employer's Liability: Workers compensation insurance must protect Contractor against all claims under applicable state Worker's Compensation laws at the statutory limits, and employer's liability with the following limits.

Limits: \$500,000 Each Accident/\$500,000 Policy Limit/\$500,000 Each Employee

4. Professional Liability (if applicable): **Unless excused by the Agreement with the City**, Contractor must maintain for the term of this Agreement and for a period of three (3) years after the termination of this Agreement, Professional Liability Insurance.

Limits: Each Claim: \$1,000,000; General Aggregate: \$1,000,000.

5. Cyber Insurance (if applicable): **IF** accessing the City's network or City's data, **THEN** maintain the following coverages throughout for the term of this

Agreement and for a period of three (3) years after the termination of this Agreement: Cyber Incident/Breach Response and Remediation Expenses, Digital Data Recovery, Privacy and Network Security Liability, and Notification Expense.

Limits: Per claim, each insuring agreement: \$1,000,000; Aggregate: \$1,000,000.

- B. Exposure Limits.** Above are minimum acceptable coverage limits and do not imply or place a liability limit nor imply that the City has assessed the risk that may be applicable to Contractor. Contractor must assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverage. The Contractor's insurance must be primary, and any insurance or self-insurance maintained by the City will not contribute to, or substitute for, the coverage maintained by Contractor.
- C. Costs.** Insurance costs must be at Contractor's expense and accounted for in Contractor's bid or proposal. Any deductibles or self-insurance in the above-described coverages will be the responsibility and at the sole risk of the Contractor.
- D. Verification of Coverage**
1. Must provide certificate of insurance on ISO form or equivalent, listing the City as certificate holder, and additional insured endorsements for requested coverages.
 2. Any self-insurance must be approved in advance by the City and specified on the certificate of insurance. Additionally, when self-insured, the name, address, and telephone number of the claim's office must be noted on the certificate or attached in a separate document.
 3. When any of the insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage must be submitted along with the application for final payment.
 4. For cyber insurance, the certificate of insurance confirming the required protection must confirm the required coverages in the "Additional Comments" section or provide a copy of the declarations page confirming the details of the cyber insurance policy.
- E. Cancellation.** No required coverage may be suspended, voided, or canceled, except after Contractor has provided thirty (30) days' advance written notice to the City.
- F. Subcontractor's Insurance:** If a part of this Agreement is to be sublet, Contractor must either cover all subcontractors under its insurance policies; **OR** require each subcontractor not so covered to meet the standards stated herein.

(K.S.A. 60-1111, as amended)

Exhibit C

CITY OF OLATHE, KANSAS
STATUTORY BOND

Bond No. S050542

Employers Mutual Casualty Company, a Corporation, organized under the laws of the state of IA, and authorized to do business in the state of Kansas, as surety ("Surety"), and **Mayer Specialty Services, LLC**, as principal ("Contractor"), enter into and execute this Bond ("Statutory Bond"), and bind themselves unto the City of Olathe, Kansas and any Beneficiary of this Statutory Bond, in the initial amount of **(\$614,250.68) Six Hundred Fourteen Thousand Two Hundred Fifty and 68/100 Dollars**, 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. **2-R-002-25** 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, (the "Contract"), used or consumed in connection with or in or about the **Stormwater Pip Rehabilitation Services for the Anne Shirley Drive Pipe Lining Project 2-R002-25** 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: Employers Mutual Casualty Company
Attention: JJ Milligan
Street: P.O. Box 712
City, State, ZIP: Des Moines, IA 50306

CONTRACTOR

Name: Mayer Specialty Services, LLC
Attention: Todd Mayer
Street: P.O. Box 469
City, State, ZIP: Goddard, KS 67052

OWNER

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

with a copy to:

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

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

[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

Wichita, KS,

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

Contractor

Surety


Mayer Specialty Services, LLC
(Typed Firm Name)

Employers Mutual Casualty Company
(Typed Firm Name)

(Seal)

(Seal)

By: 
(Signature)

By: 
(Signature)

Whitney Mayer
(Printed Name)

Clara R. Navarro Abela
(Printed Name)

Member
(Title)

Attorney-in-Fact
(Title)

P.O. Box 469
Goddard, KS 67052
(Address)

P.O. Box 712
Des Moines, IA 50306
(Address)

(316) 794-1165
(Phone Number)

(515) 280-2511
(Phone Number)

(Date of Execution)

(Date of Execution)

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

STAFF NOTES:

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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Clara R Navarro Abela

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

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

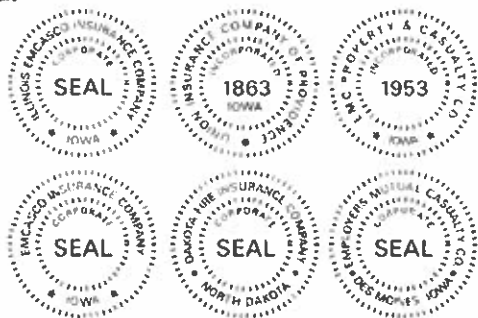
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Ryan J. Springer
 Vice President

Exhibit D
CITY OF OLATHE, KANSAS
PERFORMANCE & MAINTENANCE BOND

Bond No. S050542

Employers Mutual Casualty Company, as surety ("Surety"), and **Mayer Specialty Services, LLC**, as principal ("Contractor"), enter into and execute this Bond ("Performance Bond"), and bind themselves in favor of the City of Olathe, Kansas as obligee ("Owner"), in the initial amount of **(\$614,250.68) Six Hundred Fourteen Thousand Two Hundred Fifty and 68/100 Dollars**, 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. 2-R-002-25** 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, (hereinafter collectively referred to as the "Contract"), as may be necessary to ensure the timely completion of the **Stormwater Pip Rehabilitation Services for the Anne Shirley Drive Pipe Lining Project 2-R-002-25** 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.

It is agreed if the Contractor shall in all particulars promptly and faithfully perform each and every covenant, condition, and part of the Contract, according to the true intent and meaning in each case, and the Project improvements shall be constructed in accordance with the Contract so as to endure without defect and need of repair for a period of two (2) years from the date of final payment, then this obligation shall be and become null and void; otherwise it shall remain in full force and effect.

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

- 2) 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 terms and conditions, both express and implied.

- 3) 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.

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

fulfillment and completion of the Contract and the expiration of any applicable warranties; or

- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
 - e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE CONTRACTOR CONTENTS 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.**
- 5) 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.
 - 6) 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.
 - 7) The Surety provides this Performance and Maintenance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
 - 8) 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: Employers Mutual Casualty Company
Attention: JJ Milligan
Street: P.O. Box 712
City, State, ZIP: Des Moines, IA 50306

CONTRACTOR

Name: Mayer Specialty Services, LLC
Attention: Todd Mayer
Street: P.O. Box 469
City, State, ZIP: Goddard, KS 67052

OWNER

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

with a copy to:

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

- 9) 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.
- 10) 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.
- 11) 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

Wichita, KS,

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

Contractor

Surety

Mayer Specialty Services, LLC
(Typed Firm Name)

Employers Mutual Casualty Company
(Typed Firm Name)

(Seal)

(Seal)

By: *Whitney Mayer*

By: *Clara R. Navarro Abela*

(Signature)

(Signature)

Whitney Mayer
(Printed Name)

Clara R. Navarro Abela
(Printed Name)

Member
(Title)

Attorney-in-Fact
(Title)

P.O. Box 469

P.O. Box 712

Goddard, KS 67052

Des Moines, IA 50306

(Address)

(Address)

(316) 794-1165

(515) 280-2511

(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.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

- 1. Employers Mutual Casualty Company, an Iowa Corporation
- 2. EMCASCO Insurance Company, an Iowa Corporation
- 3. Union Insurance Company of Providence, an Iowa Corporation
- 4. Illinois EMCASCO Insurance Company, an Iowa Corporation
- 5. Dakota Fire Insurance Company, a North Dakota Corporation
- 6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

Clara R Navarro Abela

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

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

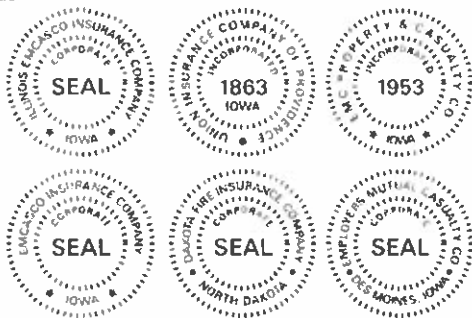
AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN WITNESS THEREOF, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



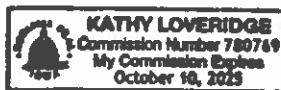
Scott R. Jean
 Scott R. Jean, President & CEO
 of Company 1; Chairman, President
 & CEO of Companies 2, 3, 4, 5 & 6

Todd Strother
 Todd Strother, Executive Vice President
 Chief Legal Officer & Secretary of
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

Kathy Loveridge
 Notary Public in and for the State of Iowa



CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of _____, _____.

Ryan J. Springer
 Vice President



PLEASE NOTE:

None of the attached bonds or powers-of-attorney have been dated as the contract copy provided did not contain a contract date. Once the contract has been dated, it is important that the same date be inserted onto each bond and each power of attorney wherever a date is requested.

Please notify IMA of the contract date once known.

Thank you.

Clara R. Navarro Abela
Surety Account Manager
IMA Bond Department
316-448-2508