

AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is dated as of the ____ day of _____, 20__ (“Effective Date”), by and between the City of Olathe, Kansas (“Owner”) and McConnell Associates Corp (“Contractor”). Owner and Contractor (collectively, “Parties”), in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
Black Bob Park basketball court replacement w/ fencing.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Black Bob Park – New Basketball Court PN 4-C-008-23.

ARTICLE 3 – ENGINEER

- 3.01 Intentionally deleted.

ARTICLE 4 – CONTRACT TIMES

- 4.01 *Time of the Essence*
A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 *Contract Times: Days*
A. The Work will be completed no later than October 01, 2026.
- 4.03 *Liquidated Damages*
A. No liquidated damages.
- 4.04 Intentionally deleted.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents in current funds the amount that follows, subject to adjustment under the Contract:
\$227,943.00

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Item No. 37 of the Instructions to Bidders. Applications for Payment will be processed by the City for payment.

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the first day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95% percent of Work completed (with the balance being retainage) and
 - b. 95% percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price.

ARTICLE 7 – INTEREST

7.01 Intentionally deleted.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

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

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques,

sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs, if any such reports and drawings are so identified.

- E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Owner is acceptable to Contractor.
- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 23, inclusive).
 - 2. Performance & Maintenance bond (pages 9 to 13, inclusive).
 - 3. Statutory bond (pages 14 to 17, inclusive).
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Certificates (Compliance with Personnel Practices, Good Standing to Conduct Business in Kansas, Insurance).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in this Agreement.

ARTICLE 10 – MISCELLANEOUS

- 10.01 *Terms:* Terms used in this Agreement will have the meanings stated in the Instructions to Bidders and General Conditions.
- 10.02 *Assignment of Contract:* Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 10.03 *Successors and Assigns:* Owner and Contractor each represent that they are duly authorized to enter into the Contract, and binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
- 10.04 *Severability:* Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 10.05 *Contractor's Certifications:* Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
- A. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - B. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - C. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - D. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- 10.06 *Insurance*
- A. Contractor will procure, and maintain as required, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Project.
 - B. Coverages and minimum limits.
 - 1. Commercial General Liability: [ISO "occurrence" form or its equivalent] \$1,000,000 per occurrence limit and products - completed operations limit. Any general aggregate limit should be at least \$2 million.

2. Business Auto Coverage: (*Owned and non-owned autos*) \$500,000 per occurrence, combined single limit.
 3. Workers Compensation and Employers Liability: Workers compensation limits as required by the statutes of the state of Kansas and employers liability limits of \$500,000/\$500,000/\$500,000.
 4. Coverage Limits. Coverage limits for General and Auto Liability exposures may be met by a combination of primary and umbrella policy limits.
 5. Exposure Limits: The above are minimum acceptable coverage limits and do not infer or place a limit on the liability of the Contractor nor has the City assessed the risk that may be applicable to Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent maintain higher limits and/or broader coverages. The contractor's insurance shall 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. Additional Insured. The insurance policy must be endorsed to name the City as additional insured for the project. Any and all coverage available to the named insured is applicable to the additional insured. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- D. Verification of Coverage.
1. A certificate of insurance accompanied by an additional insured ISO form endorsement (CG 20 10; and CG 20 37) or equivalent effecting the coverage required by the City.
 2. The insurance coverages are to be provided by Kansas authorized insurance companies with a Best's rating of at least A-: VII. Those not meeting this standard must be approved by City.
 3. Any self-insurance or self-insured retentions must be specified on the certificate of insurance. In addition, when self-insured the name, address, and telephone number of the claims office must be indicated on the certificate or separate attached document. Any and all deductibles or self-insurance in the above described coverages shall be the responsibility and at the sole risk of the Contractor.
 4. When any of the foregoing insurance coverages are required to remain in force after final payment, additional certificates with appropriate endorsements evidencing continuation of such coverage shall be submitted along with the application for final payment.
 5. Any coverage provided by a Claims-Made form policy must contain a three-year tail option, extended reporting period, or must be maintained for three years post contract.
- E. Cancellation. Each insurance policy required by this clause shall not be suspended, voided, or canceled party, except after Contractor has provided thirty (30) days' written notice to the City.
- F. Subcontractors. All coverages for subcontractors shall be subject to all of the requirements stated herein.

10.07 *Other Provisions*

- A. General Warranty and Guarantee. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective (EJCDC GC 7.17).

- B. Supervision. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents (EJCDC GC 7.01.A.).
- C. Labor. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site (EJCDC GC 7.02.A.).
- D. Owner May Stop the Work. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them (EJCDC GC 14.06).
- E. 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 and accepted by both Parties to this Agreement.
- F. Amendments and Modification. Changes in Project scope or additional services may be mutually agreed to by the Parties in writing. Contractor will correct or revise any errors or deficiencies in its designs, drawings, specifications, or workmanship without additional compensation when due to Contractor's negligence or other actionable fault.
- G. Applicable Law, Jurisdiction, and 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. Jurisdiction and venue for any suit arising out of or related to this Agreement will be in the District Court of Johnson County, Kansas.
- H. Ambiguity and Hierarchy of Interpretation. If any ambiguity, inconsistency or conflict arises in the interpretation of the Contract Documents, the same will be resolved by reference first to the terms and conditions of this Agreement, and then to the Instructions and General Conditions, then the Contractor's Bid, and then to other Contract Documents.
- I. Dispute Resolution. City and Contractor agree that disputes relative to the Project will first be addressed by negotiations between the Parties. If direct 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; provided, however, that notwithstanding any such dispute, Contractor will proceed with the work as if no dispute existed, and City will continue to make payment for Contractor's completed work; and provided further that no dispute will be submitted to arbitration without both Parties' express written consent.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

OWNER:

CONTRACTOR:

City of Olathe, Kansas

McConnell & Associates Corp.

By:

By:



Title: Mayor

Title: Project Manager

(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

Attest:



Title:

Title:

Project Manager

Address for giving notices:

Address for giving notices:

P.O. Box 768
Olathe, KS 66051-0768

1225 Iron St
North Kansas City, MO 64116

Contractor's Phone Number 816-518-0282

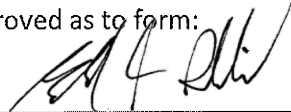
License No.:

(where applicable)

Agent for service of process:

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

Approved as to form:



City Attorney/Deputy City Attorney/Assistant City Attorney

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:

Nicollette Hartley

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number McConnell & Associates Corporation
 S060797

Obligee:
 City of Olathe, Kansas
 P.O. Box 768
 Olathe, Kansas 66051-0768

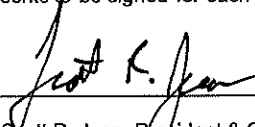
and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

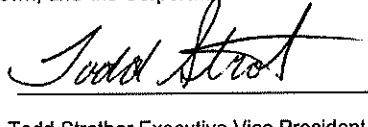
AUTHORITY FOR POWER OF ATTORNEY

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:

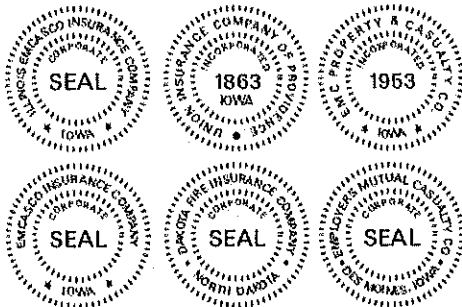
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, 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 17th day of September, 2025.





Seals

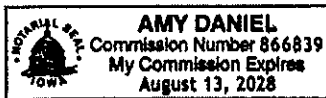


Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

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

On this 17th day of September, 2025 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 August 13, 2028.





 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 17th day of September, 2025 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 _____, _____


 _____ Vice President

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

Bond # S060797

Employers Mutual Casualty Company, as surety ("Surety"), and McConnell & Associates Corp., 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 \$ 227,943.00, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. PN 4-C-008-23 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 Black Bob Park - New Basketball Court Project in the City of Olathe, Johnson County, Kansas (the "Project");

WHEREAS, the Owner has required the Contractor to furnish this Performance and Maintenance Bond as a condition to executing the Contract with the Contractor, and has further required the Contractor to guarantee and maintain the Project work in accordance with the Contract for a period of two (2) years from the date of final payment.

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

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

- 1) The Contract is incorporated by reference and made a part of this Bond. The Surety and the Contractor are bound for the full performance of the Contract including without exception all of the Contract Documents as designated, defined and described in the Contract, and in accordance with the Olathe Technical Specifications and Design Criteria Manual) and all terms and conditions, both express and implied.
- 2) If the Owner shall provide to Surety the written notice of the Owner stating that the Contractor is in breach or default of the Contract, and that such breach or default remains uncured by the Contractor, then upon delivery of such notice to the Surety in the method for providing notices as set forth in Paragraph 7 below, Surety must promptly notify the Owner in writing which action it will take as permitted in Paragraph 3.
- 3) Upon the delivery of the Owner's written notice of breach or default by the Contractor as provided in Paragraph 2 above, the Surety may promptly remedy the breach or default or must, within ten (10) days, proceed to take one of the following courses of action:

- a. **Proceed Itself.** Complete performance of the Contract including correction of defective and nonconforming Work through its own contractors or employees, approved as being acceptable to the Owner, in the Owner's sole discretion, provided, however, that Contractor will not be retained, and provided further that Owner's discretion to approve Surety's contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated with the Contractor. During this performance by the Surety the Owner will pay the Surety from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. During this performance Surety's payment and performance bond must remain in full force and effect; or
- b. **Tender a completing contractor acceptable to Owner.** Tender a contractor, approved as being acceptable to the Owner (in the Owner's sole discretion), together with a contract for fulfillment and completion of the Contract executed by the completing contractor, to the Owner for the Owner's execution. Owner's discretion to approve Surety's completing contractor will not be unreasonably withheld as to any contractor who would have qualified to offer a proposal on the Contract and is not affiliated (as defined in the General Conditions of Contract) with the Contractor. Owner's discretion to approve Contractor as the completing contractor, however, shall be in Owner's sole subjective discretion. Upon execution by the Owner of the contract for fulfillment and completion of the Contract, the completing contractor must furnish to the Owner a performance and maintenance bond and a separate statutory payment bond, each in the form of those bonds previously furnished to the Owner for the Project by the Contractor. Each such bond must be in the Penal Sum of the full cost to complete the Contract. The Owner will pay the completing contractor from its own funds only those sums as would have been due and payable to the Contractor under the Contract as and when they would have been due and payable to the Contractor in the absence of the breach or default not to exceed the amount of the remaining Contract balance less any sums due the Owner under the Contract. To the extent that the Owner is obligated to pay the completing contractor sums which would not have then been due and payable to the Contractor under the Contract (any sums in excess of the then remaining Contract balance less any sums due the Owner under the Contract), the Surety must pay to the Owner the full amount of those sums at the time the completing Contractor is tendered to the Owner so that the Owner can utilize those sums in making timely payment to the completing contractor; or
- c. **Tender the Full Penal Sum.** Tender to the Owner the full Penal Sum of the surety bond. The Owner will refund to the Surety without interest any unused portion not spent by the Owner procuring and paying a completing contractor or completing the construction contract itself, plus the cost allowed under Section 4, after completion of the contract for fulfillment and completion of the Contract and the expiration of any applicable warranties; or
- d. **Other Acts.** Take any other acts mutually agreed upon in writing by the Owner and the Surety.
- e. **IT SHALL BE NO DEFENSE TO SURETY'S OBLIGATION TO UNDERTAKE ONE OF THE PRECEDING COURSES OF ACTION THAT THE CONTRACTOR CONTENDS THAT IT IS NOT**

IN BREACH OR DEFAULT OF THE CONTRACT, OR THAT THE NOTICE OF BREACH OR DEFAULT WAS DEFECTIVE, OR THAT THE CONTRACTOR HAS RAISED ANY OTHER CLAIM OF DEFENSE OR OFFSET, PROVIDED ONLY THAT SURETY HAS RECEIVED THE WRITTEN NOTICE OF THE OWNER AS SPECIFIED IN PARAGRAPH 2.

- 4) In addition to those duties set forth herein above, the Surety must promptly pay the Owner (i) all losses, costs and expenses resulting from the Contractor's breach(es) or default(s), including, without limitation, fees, expenses and costs for architects, engineers, consultants, testing, surveying and attorneys, plus (ii) liquidated or actual damages, whichever may be provided for in the contract, for lost use of the Project, plus (iii) re-procurement costs and fees and expenses, plus (iv) costs incurred at the direction, request, or as a result of the acts or omissions of the Surety; provided that in no event shall Surety's liability exceed the Penal Sum of this Bond.
- 5) The Surety waives notice of any Modifications to the Contract, including changes in the Contract Time, the Contract Sum, the amount of liquidated damages, or the Work to be performed. The parties expressly agree that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the Contract Sum more than 25 percent (25%), so as to bind the Contractor and the Surety to the full and faithful performance of the Agreement so amended. The term "amendment" or "modification" wherever used in this Bond, and whether referring to this Bond or the Contract, shall include any alteration, addition, extension, or modification of any character whatsoever.
- 6) The Surety provides this Performance and Maintenance Bond for the sole and exclusive benefit of the Owner and, if applicable, any dual obligee designated by attached rider, together with their heirs, administrators, executors, successors, and assigns. No other party, person or entity has any rights against the Surety.
- 7) All notices to the Surety, the Contractor or the Owner must be given by Certified Mail, Return Receipt Requested, to the address set forth for each party below:

SURETY

Name: Employers Mutual Casualty Company
Attention: Ryan Crosby
Street: PO Box 712
City, State, ZIP: Des Moines, IA 50306

CONTRACTOR

Name: McConnell & Associates Corp.
Attention: Kade Dunlap
Street: 1225 Iron Street
City, State, ZIP: North Kansas City, MO 64116

OWNER

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

with a copy to:

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

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

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IN TESTIMONY WHEREOF, said Contractor has hereunto set his/her hand, and said Surety has caused these presents to be executed in its name; and its corporate seal to be hereunto affixed by its attorney-in-fact duly authorized thereunto so to do at

Kansas City, MO 64157

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

Contractor

Surety

McConnell & Associates Corp.
(Typed Firm Name)

Employers Mutual Casualty Company
(Typed Firm Name)

(Seal)

(Seal)

By: Kade Dunlap
(Signature)

By: Nicollette Hartley
(Signature)

Kade Dunlap
(Printed Name)

Nicollette Hartley
(Printed Name)

Project Manager
(Title)

Attorney-in-Fact
(Title)

1225 Iron Street

9200 NE Barry Road, Suite 200

North Kansas City, MO 64116
(Address)

Kansas City, MO 64157
(Address)

816-518-0282
(Phone Number)

816-781-4922
(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.)

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:

Nicollette Hartley

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number McConnell & Associates
Corporation
S060797

Obligee:
City of Olathe, Kansas
P.O. Box 768
Olathe, Kansas 66051-0768

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 17th day of September, 2025.

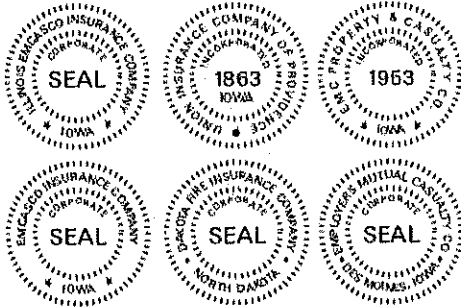
Scott R. Jean

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

Todd Strother

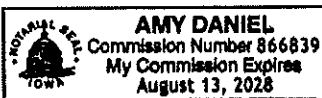
Todd Strother, Executive Vice President
Chief Legal Officer & Secretary of
Companies 1, 2, 3, 4, 5 & 6

Seals



On this 17th day of September, 2025 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 August 13, 2028.



Amy Daniel

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 17th day of September, 2025 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

CITY OF OLATHE, KANSAS
STATUTORY BOND

Bond # S060797

Employers Mutual Casualty Company, a Corporation _____, organized under the laws of the state of Iowa _____, and authorized to do business in the state of Kansas, as surety ("Surety"), and McConnell & Associates Corp., 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 \$ 227,943.00 _____, which amount is one hundred percent (100%) of the Contract Sum, or such greater amount as the Contract Sum may be adjusted from time to time in accordance with the Contract between the Contractor and the City of Olathe as Owner, (the "Penal Sum").

WHEREAS, the Contractor has executed a contract with the Owner dated _____ under City Project No. PN 4-C-008-23 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 Black Bob Park - New Basketball Court 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: Employers Mutual Casualty Company
 Attention: Ryan Crosby
 Street: PO Box 712
 City, State, ZIP: Des Moines, IA 50306

CONTRACTOR

Name: McConnell & Associates Corp.
 Attention: Kade Dunlap
 Street: 1225 Iron Street
 City, State, ZIP: North Kansas City, MO 64116

OWNER

City of Olathe, Kansas
 City Hall
 Attn: Tod Hueser, 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

Kansas City, MO 64157,

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

Contractor

Surety

McConnell & Associates Corp.
(Typed Firm Name)

Employers Mutual Casualty Company
(Typed Firm Name)

(Seal)

(Seal)

By: Kade Dumlup
(Signature)

By: Nicollette Hartley
(Signature)

Kade Dumlup
(Printed Name)

Nicollette Hartley
(Printed Name)

Project Manager
(Title)

Attorney-in-Fact
(Title)

1225 Iron Street

9200 NE Barry Road, Suite 200

North Kansas City, MO 64116
(Address)

Kansas City, MO 64157
(Address)

816-518-0282
(Phone Number)

816-781-4922
(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.)

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:

Nicollette Hartley

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the following Surety Bond(s):

Surety Bond Principal:
Number McConnell & Associates
 Corporation
 S060797

Obligee:
 City of Olathe, Kansas
 P.O. Box 768
 Olathe, Kansas 66051-0768

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

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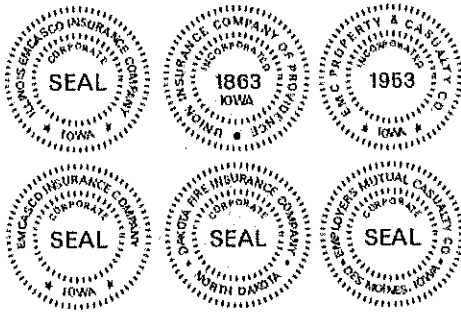
RESOLVED: The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, 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 17th day of September, 2025.

Scott R. Jean

Todd Strother

Seals

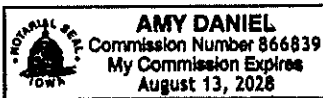


Scott R. Jean, President & CEO of Company 1; Chairman, President & CEO of Companies 2, 3, 4, 5 & 6

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

On this 17th day of September, 2025 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 August 13, 2028.



Amy Daniel

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 17th day of September, 2025 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



PROPOSAL

Bid ID Number:59467

Date:2/20/2026

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Olathe P. O. Box 768 Olathe, KS 66051-0768</p> <p>PHONE: 913-393-6018 FAX:</p> <p>CONTACT: Ryan Crowley</p>	<p>Job Proposed: TIPS - Black Bob Park BBall 2026 14500 W 151st ST Olathe, KS 66062</p>
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Description	Quantity	Units	Net Price
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THIS PROPOSAL IS IN REGARDS TO THE BASKETBALL COURT AT BLACK BOB PARK IN OLATHE, KS.

TIPS Cooperative Purchasing Contract Number:
23020101

- Demo:
- Remove and haul off existitng basketball goals and footings.
 - Remove and haul off benches and concrete pads.

POST-TENSIONED COURT OVERLAY: 105' x 70'

- Laser grade 7" of rock over existing court surface and compact
- Install 12" reinforced perimeter beam
- Set perimeter forms
- Install (2) layers of vapor barrier on top of base rock, taping all seams.
- Layout and install 1/2 Tensioning Cables and Anchors in each direction with encapsulated hardware.
- Install and finish a 5" thick post tension slab and perimeter beam using KCMMB concrete mix
- Finished concrete shall be sloped per USTA and ASBA standards.
- Once slab has reached designed strength, cables will be tensioned to obtain a minimum residual compressive stress of 125 psi.
- Cables will be cut and finished
- Cure concrete per ACI Standards

THERE IS A MINIMUM 28 DAY CURE TIME FROM CONCRETE PLACEMENT TO THE APPLICAITON OF COURT SURFACING.

- Perimeter Fence:
- Supply and install 260 LF of 10' Tall Black Vinyl Chainlink Fence

- NEW BASKETBALL GOAL:
- Supply and Install (2) New Basketball Goal.
 - Dominator Pro 72" Basketball Hoop Shatterproof Aluminum Backboard
 - Concrete Footing shall be a minimum 24"x48"



PROPOSAL

Bid ID Number:59467

Date:2/20/2026

1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To: City of Olathe P. O. Box 768 Olathe, KS 66051-0768</p> <p>PHONE: 913-393-6018 FAX:</p> <p>CONTACT: Ryan Crowley</p>	<p>Job Proposed: TIPS - Black Bob Park BBall 2026 14500 W 151st ST Olathe, KS 66062</p>
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Description	Quantity	Units	Net Price
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Color Coating: One Basketball Court Acid etch and power wash concrete slab Apply (1) Coat of concrete primer Apply (2) Coats of Acrylic Resurfacer at a rate of .06 gallons per square yard per coat. Apply (2) Coats of Acrylic Color Coatings at a minimum rate of .05 gallons per square yard per coat. Layout and Paint Playing lines per ASBA standards.	817	SY	
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COURT COLOR SELECTION

Playing Area: _____

Border: _____

Kitchen (Pickleball only): _____

Line Color: _____

Note: See color chart for options

SITE RESTORATION

Backfill and fine grade all disturbed areas.
 Hydroseed all disturbed areas.

Total Cost: \$227,943.00

EXCLUSIONS:

- *Permits and Testing.
- *Basketball court accessories unless listed above.
- *Lighting
- *Irrigation
- *Rock Excavation
- *Sodding
- *Landscape
- *Windscreen
- *Any items not listed above.



PROPOSAL

Bid ID Number:59467

Date:2/20/2026

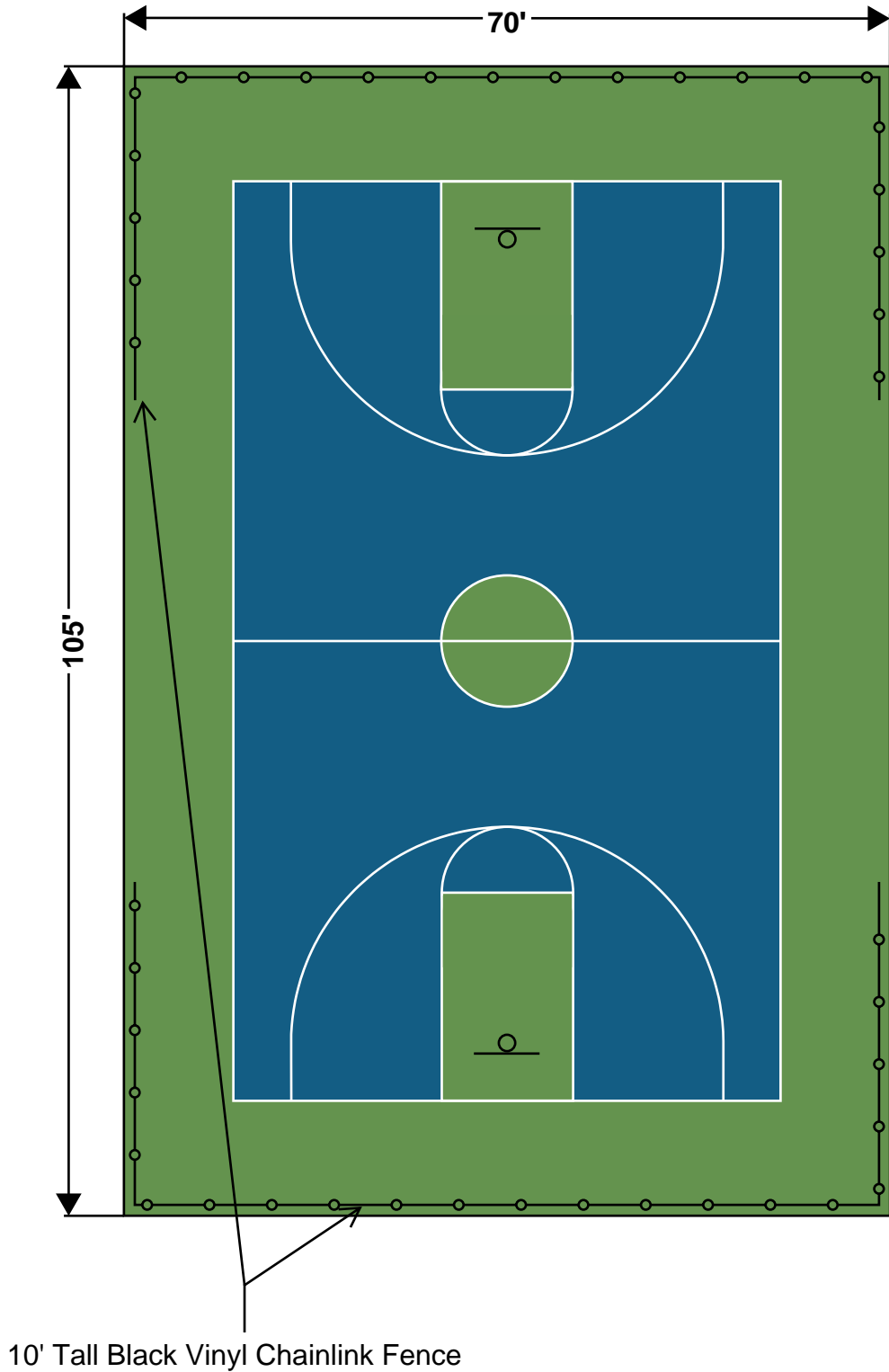
1225 Iron - North Kansas City, Missouri 64116 - Office (816) 842-6066 - Fax (816) 842-1638

<p>Bid Submitted To:</p> <p>City of Olathe P. O. Box 768 Olathe, KS 66051-0768</p> <p>PHONE: 913-393-6018 FAX:</p> <p>CONTACT: Ryan Crowley</p>	<p>Job Proposed:</p> <p>TIPS - Black Bob Park BBall 2026 14500 W 151st ST Olathe, KS 66062</p>
--	---

<p style="text-align: center;">NOTICE TO OWNER</p> <p>FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.</p>	<p style="text-align: center;">PAYMENT AND COLLECTION</p> <p>PAYMENT IS DUE UPON RECEIPT OF COMPANY'S INVOICE. IF COMPANY PROVIDES THIS AGREEMENT/PROPOSAL/BID TO AN ATTORNEY FOR ENFORCEMENT OF ITS TERMS, INCLUDING BUT NOT LIMITED TO COLLECTION OF AMOUNTS DUE, YOU AGREE TO PAY ALL EXPENSES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, EXPERT FEES, COURT COSTS, SERVICE FEES, AND ANY OTHER EXPENSE ASSOCIATED WITH COLLECTION. IN THE EVENT ALL SUMS ARE NOT PAID WHEN DUE, ALL UNPAID SUMS SHALL BEAR INTEREST AT THE (18%) PER ANNUM UNTIL PAID IN FULL.</p>
<p>_____</p> <p>Kade Dunlap</p>	<p style="text-align: center;">Acceptance of Proposal</p> <p style="text-align: center;"><i>The above prices, specifications and conditions are satisfactory, and are hereby accepted.</i></p> <p>Signature: _____</p> <p>Name & Title (Please Print): _____</p> <p>Date Accepted: _____</p>

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.

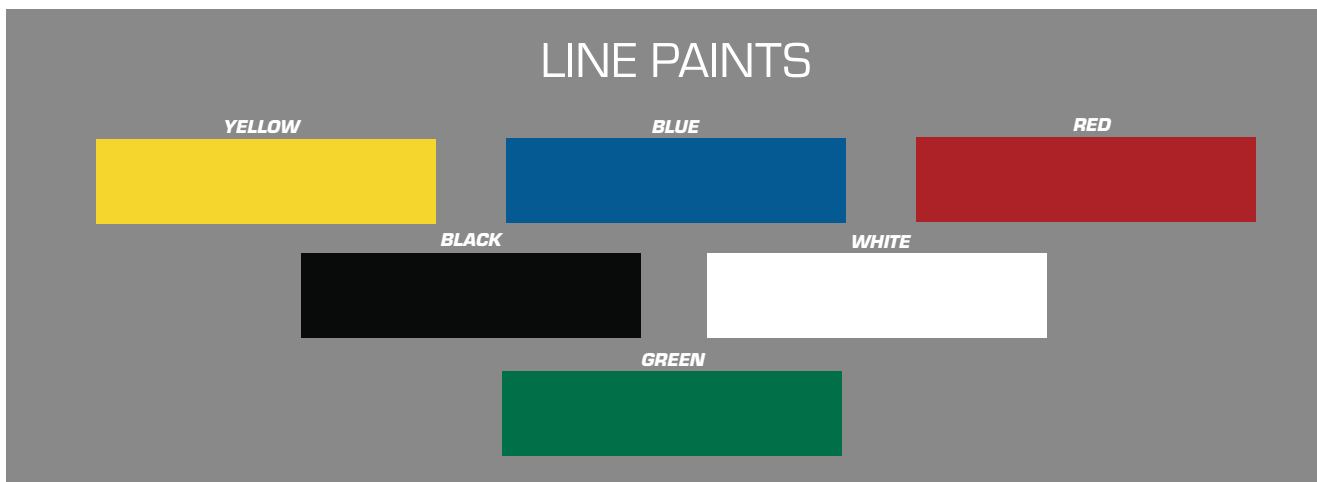
Black Bob Park Basketball Court



THE COLOR CHART



◇ **PREMIUM PIGMENT BLEND** ◇



WICHITA
1912 W. Harry Ct.
Wichita, KS 67213
316.264.1180
316.264.1183

KANSAS CITY
1225 Iron Street
North Kansas City, MO. 64068
816.842.6066
800.779.6066

St. LOUIS
2646 Creve Coeur Dr.
St. Louis, MO 63144
314.962.1920
888.962.9247



SPORT SURFACE SYSTEMS



GAMECO ACRYLICS are designed to create a uniform (non-glare) colored wearing surface over both concrete and asphalt surface that require a tough surface for recreational facilities and general foot traffic.

These coatings were formulated for application over concrete to the adhesion criteria that concrete requires, making them use over asphalt surfaces, as well.

These coatings are designed to withstand a variety of harsh climates, manufactured using only the highest quality 100% acrylic resins and pigments.

Gameco products have been installed across the United States, making them durable in all environments and conditions.

Provides for quality control & product availability

Ability to create custom colors

Durable, long-lasting textured surfaces that can be formulated for slow to fast playing courts

Special cushioned systems





For completion by bid finalists ONLY

When selected as the successful bidder for a contract with the City of Olathe, the Contracting Company, Firm or Agency will submit the following information in accordance with the requirements of the Municipal Code. All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. This questionnaire must be notarized. Misrepresentation of fact will disqualify the bidder. Please e-mail the completed Questionnaire separately to your Olathe contract liaison if you are selected as a bid finalist. If you have already completed this questionnaire or received Compliance Certification after August 2017, you do not need to resubmit these forms unless there have been significant changes to your ownership and/or business practices. Instead, please submit the date and project number and project description related to your submission of these form. For questions, please contact the Office of Community Relations at (913) 971-8827.

Name of Contracting Company, Firm or Agency:

McConnell & Associates Corp.

Name of your Equal Employment Officer or designated contact person:

Doug Morgan

Address: 1225 Iron St

City: North Kansas City State: Missouri Zip: 64116

Contact Person's Phone: 816-842-6066 ext. 122

Email: D.Morgan@McConnellAssociates.org

Type of Company, Firm or Agency: Corporation

Name of Company, Firm or Agency President: Rob McConnell

I certify that that my company:

1. Does not discriminate, will not discriminate, and has never discriminated against any employee or applicant for employment because of Race, Religion, Color, Sex, Age, Disability, National Origin or Ancestry.

Yes No

If No, explain

2. Will adhere to Local, State, and Federal laws and mandates; and will adhere to Affirmative Action/Equal Opportunity in all its employment procedures including advertising, recruiting, hiring, training, promotions and upgrading.

Yes No

If No, explain

3. Will require that any subcontractor my company hires for any work for the City comply with these non-discrimination policies.

Yes No

If No, explain

I understand that an act of discrimination is a breach contract with the City. I also understand that the Community Relations Manager or designee is authorized to initiate investigations, receive discrimination complaints, and refer them to the Olathe Human Relations Commission on an ongoing basis. An Act of discrimination or a misleading or a dishonest response to this form may result in the contract being rescinded, terminated, or suspended in whole or in part.

Dated this 17th day of April, 2026.

Firm Name McConnell & Associates Corp.

Signature of Person Completing Form: Kade Dunlap

Print Name Kade Dunlap

Title Project Manager

Email K.Dunlap@McConnellAssociates.org Phone 816-518-0282

To be completed by a Notary Public:

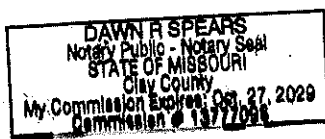
State of MO

(County) of Clay

Signed and sworn to (or affirmed) before me on 17 by April 2026

[Signature]
(Signature of notarial officer)

(Seal)



notary
Title (and Rank)
[My appointment expires: 10/27/29]

STATE OF KANSAS
OFFICE OF SECRETARY OF STATE
CERTIFICATE OF GOOD STANDING

I, SCOTT SCHWAB, Kansas Secretary of State, certify that the records of this office reveal the following:

Business ID: 7395064

Business Name: MCCONNELL & ASSOCIATES CORP.

Type: Foreign For-Profit Corporation

Jurisdiction: Missouri

was filed in this office on March 07, 1989, and is in good standing, having fully complied with all requirements of this office.

No information is available from this office regarding the financial condition, business activity or practices of this entity.



In testimony whereof:
I affix my official certification seal.
Done at the City of Topeka,
on this day April 20, 2026.

A handwritten signature in cursive script that reads "Scott Schwab". The signature is written in black ink and is positioned above the printed name of the Secretary of State.

SCOTT SCHWAB
KANSAS SECRETARY OF STATE