



2024 Tennis Venue Services Grant Application

Grant Summary and Eligibility

The United States Tennis Association Incorporated (USTA) is pleased to offer the 2024 USTA Tennis Venue Services Grant (Grant). The Grant is for facilities open to the public.

All communities completing the Grant Application (Application) must have received the electronic application from facilities@usta.com

Grant Categories*:

Category I: Basic facility improvements including fixed tennis court amenities (i.e. backboards, windscreens, smart court access, etc.) and blended 36' and 60' line installation on existing tennis courts. **Grants up to 50% of the total project cost (\$5,000 max)**

Category II: Resurfacing of existing 36', 60', and 78' tennis courts. Converting 78' tennis court to stand-alone 36' tennis courts. Fencing. **Grants up to 50% of the total project cost (\$35,000 max) See below for court breakdown -**

2 – 3 courts = \$ 5,000 - \$ 12,500 maximum
 4 – 8 courts = \$ 12,500 - \$ 25,000 maximum
 9 + courts = \$ 25,000 - \$ 35,000 maximum

Category III: New Construction of 36', 60', and 78' tennis courts. Reconstruction of existing 60', and 78' tennis courts. Lighting. Addition of structures over existing tennis courts. **Grants up to 50% of the total project cost (\$55,000 max) See below for court breakdown -**

2 – 3 courts = \$ 15,000 - \$ 25,000 maximum
 4 – 8 courts = \$ 25,000 - \$ 40,000 maximum
 9 + courts = \$ 40,000 - \$ 55,000 maximum

*Additional funds may be available for indoor projects.

Grant Deadlines and Award Announcements

2024 Applications will be offered and reviewed on an ongoing monthly basis.

Applicants will receive feedback within 15 days of submission from their project consultant.

Use this page as a Resource and Guide when completing the Application

A. Facility Information.

1. Facility Name – please give the entire name (i.e., City of Smashville: John Racquet Memorial Park Tennis Complex).
2. Facility Address - please give the physical location of the courts.
3. Facility E-mail/website – The webpage can be facility specific or a city/gov. web page that gives information on tennis court hours/times, costs and program information.
4. Number of Courts at Facility – please indicate the total # 78', 60' & 36' currently at the facility and the total number that will be at the facility after construction / reconstruction or new lines are added.
5. Type of Surface – please give the number of courts with each type of surface specified. Information is easily determined by court surface contractors.
6. USTA Membership Number (required) - This can be a facility membership or sponsoring association membership, but not an individual membership.
7. Please confirm which level of funding you are seeking.

B. Agency / Applicant information.

1. Organization Name – agency that owns the existing or proposed tennis facility.
2. Applicant Name – if different than the Owner of the tennis facility. Applicant shall have authority from the Owner to bind the Organization to the terms and conditions of this Application. Collectively referred to in this Application as Applicant.
3. Contact person – person who may be contacted during the Grant application review process to answer questions on the request.
4. Address - complete mailing address of Applicant.
5. E-mail address of contact person.
6. Phone numbers for contact person, with descriptor (i.e. cell, work, recreation center) and extension(s).

C. Information about Improvements.

1. A. Describe improvements – This must be a written description and should identify improvements completed to date and those improvements for which the applicant wishes funding assistance.
1. B. Detailed timeline from conception to completion. Include dates of fundraisers and award notifications of pending grants.
2. Detailed sketch or construction drawings of Facility.

Use this page as a resource when completing the application

D. Funding Information.

1. Grant amount requesting – the amount must not exceed the allowable amount per category.
2. Total estimated cost: This total should reflect only facility upgrades authorized. **The cost of the project cannot include construction work already completed.**
3. Total amount of committed funds available – please indicate the amount of money that is currently committed to the project. The FUNDS column must include committed funds currently available – attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting). The EXPENSES column should give the costs of professional fees, material costs, and administrative fees specifically. **Do not include costs for construction already completed.**
4. A W9 will be required if awarded funds. Applicants may upload a W9 at the time of application submission.
5. Attach proof of committed funds (i.e. award letters of other grants, letter of committed funds from Park and Recreation Director, or minutes of a budget meeting, bank account statements, etc.).
6. Bids and prices should be dated within 3 months of application submission date.

E. Facility's Potential.

1. Facility media or marketing plan to attract players/publicize success.
2. Provide details on current and planned programming for the tennis facility to include lessons, tournaments, league play and cooperative efforts with schools and other tennis organizations, including USTA Sections. Please include participant numbers, dates, times, and age groups within each current program that you offer. Provide copies of newsletters, brochures and other literature demonstrating programs and how tennis is promoted in the community. The Program Plan should outline existing tennis programming and the anticipated tennis programming post renovation.
3. As part of Application, Facility shall affirm its 5 Year Programming and Maintenance Commitment, which demonstrate the ability of the owner to maintain the facility and to actively promote programs for a minimum 5 year period.

F. Terms & Conditions.

1. If the Facility Owner and Applicant are two separate organizations, both must sign and date the certification.

APPLICATION

A. Facility Information:

1. Facility Name (include TPA #): Fairview Park Tennis Complex 24MO31072
2. Facility Address (street, city, state, and zip): 1001 S. Fairview Rd., Columbia, MO 65203
3. Facility Email Address and/or Website*: <https://www.como.gov/parks/fairview-park-school/>
4. USTA Section: Missouri Valley
5. Court Numbers: Existing # 4 78' 0 60' 0 36' Completion# 4 78' 2 60' 4 36'
6. Surface If hard courts,
 Type: X Hard Clay please indicate: X Asphalt Concrete Other
7. USTA Organizational Membership #: 919368785

**By providing your email address, you authorize the USTA and any Official Sponsors to contact you via electronic mail.*

8. Please confirm the level of funding for which you are applying:

Category	Description	Funding Amount	Requested Level of Funding
Category I	Basic facility improvements including fixed tennis court amenities (i.e. backboards, windscreens, smart court access, etc.) and blended 36' and 60' line installation on existing tennis courts.	Up to 50% of total project cost (\$5,000 max).	<input type="checkbox"/>
Category II	Resurfacing of existing 36', 60', and 78' tennis courts. Converting 78' tennis courts to stand-alone 36' tennis courts. Fencing	Up to 50% of total project cost (\$35,000 max). <ul style="list-style-type: none"> 2 – 3 courts = \$5,000- \$12,500 max 4 – 8 courts = \$12,500- \$25,000 max 9+ courts = \$25,000 - \$35,000 max 	<input checked="checked" type="checkbox"/>
Category III	New Construction of 36', 60', and 78' tennis courts. Reconstruction of existing 36', 60', and 78' tennis courts. Lighting Addition of structures over existing tennis courts.	Up to 50% of total project cost (\$55,000 max). <ul style="list-style-type: none"> 2 – 3 courts = \$15,000- \$25,000 max 4 – 8 courts = \$25,000- \$40,000 max 9+ courts = \$40,000- \$55,000 max 	<input type="checkbox"/>

B. Agency / Applicant Information:

1. Organization Name: City of Columbia, Missouri on behalf of its Parks and Recreation Department
2. Applicant Name: De'Carlton Seewood
3. Contact Person: Janet Godon
4. Address: City of Columbia, P O Box 6015, Columbia, MO 65205
5. Email Address: Janet.Godon@Como.gov
6. Phone Numbers*: Primary: 573.441.5495 Alternate: 573.823.5503

**By providing your email address and phone number, you authorize the USTA and any Official Sponsors to contact you via electronic mail and/or phone.*

C. Information About Improvements: (Label all attachments with facility name and TPA #)

1. All Applicants must submit the following:
 - a. Description of planned improvements; and
The Fairview Tennis Park Complex resurfacing/stripping project will include contract labor to clean and prepare the existing four (4) 78' courts for resurfacing/crack repair and striping. Contractor will stripe Courts #1 and #3 with blended 36/60' tennis playing lines per USTA specifications to accommodate youth play.
 - b. A detailed timeline
Timeline:
July 12, 2024 – Solicit Request for Quotes
August 8, 2024 – Pre Bid Meeting for Vendors
August 20, 2024 – Deadline for Solicitation of Bids
August 23, 2024 - Award bid.
September 2024 – Agreements signed and notice to proceed documents processed.
Fall/Spring 2024 – Resurfacing/stripping work underway
Spring 2025 – Anticipated completion date barring unforeseen circumstances.
2. In addition to the above, Applicants must also submit a detailed sketch or construction drawings as indicated below by Category:
 - a. Category I: In addition to the materials identified in C.1, Applicants must include a detailed sketch of the proposed project. The sketch must include dimensions from the playing lines to fixed obstructions (i.e. fencing, light poles, walls, columns, back drops, curtains, etc.). Access for wheel chair tennis players should be clearly marked on the detailed sketch. **See Attachment A**
 - b. Category II: In addition to the materials identified in C.1 and C.2.a., Applicants must submit the contractor's latest proposal. **See Attachment B**
 - c. Category III: In addition to the materials identified in C.1 and C.2.a, Applicants must include construction drawings and specifications of the proposed project.

3. Plans must provide sufficient dimensional information to ascertain adequacy of court(s) size and placement on the property. Please refer to the "Typical Construction Document Contents" information distributed with the application.

D. Funding Information:

	By checking this box, I verify that completion of this Application does not guarantee funding	X
1.	Grant amount requesting:	\$12,500
2.	Total estimated cost of project:	\$57,488
3.	Total amount of committed funds available now:	\$44,988
4.	Please complete the below (a) Funds and (b) expenses breakdowns, noting back-up documents must be provided to support the identified Funds and Expenses breakdown:	

a. Funds Breakdown

Funds	Amount
USTA Section office	\$2,500
USTA District office	\$0
Park and Recreation	\$42,488
Government Grants	\$0
Foundations	\$0
Corporations	\$0
Fundraising Efforts	\$0
Local Sponsors	\$0
Others (specify)	\$0
Total Funds	\$44,988

Note: Letters of commitment from all funding sources identified above must be submitted with this Application. [See Attachment C and Attachment D](#)

b. Expenses Breakdown

Expenses	Amount
Professional Fees	\$0
Construction Costs	\$0
McConnell & Associates – Line Item #1, firm, fixed price for repair, resurfacing and striping four (4) tennis courts	\$57,488
Other Costs (specify)	\$0
Total Expenses	\$57,448

Note: Please submit with this Application all professional estimates, bids, and/or actual costs. Estimates, bids and/or actual costs must match Expense amounts presented above and reflect the improvements identified in the description of planned improvements provided in item C1 above.

Bids and prices should be dated within 3 months of application submission date.

Please Note: If your project needs to go out to bid you must go out to bid and submit your bid tabulation. The USTA will not make a funding decision until the bid tabulation is submitted. Should you need clarification as to the documentation required and/or this process, please contact your Project Consultant. [See Attachment E](#)

If the Total Expenses exceeds the Total Funds, please explain in detail and with back-up documentation (if available) how the difference will be covered:

Facility's Potential:

1. Media/Marketing Plan: Briefly describe how a USTA grant would grow and/or enhance the game of tennis in the community (i.e. increased number of players and programs).

All courts at Fairview Park are in dire need of resurfacing and striping. Improving the courts will offer a safe playing surface for training and development opportunities for youth and adult programs. Improvements to the courts will lead to increased participation and foster a love for the sport.

Grant Agency Signage: Any USTA signage provided will be installed at the courts and maintained by Columbia Parks and Recreation.

Describe how the community/tennis facility will commit to publicizing the Grant, the participants, the local donors, and post renovation programs.

Leisure Times Publication: Columbia Parks and Recreations publishes a *Leisure Times* programming guide in the spring and fall. The online/print publication is mailed to 55,000 residences. A one-time message highlighting the renovation of the courts will be included in *Leisure Times*.

Grant/Donation Recognition: Grants and donations are accepted/recognized during regular bi-weekly meetings of the Columbia City Council. USTA officials are welcome to present a check at the time the grant is accepted/recognized (date TBD).

Park Commission Meeting: Grants and donations are recognized during regular monthly meetings of the Columbia Park Commission. USTA officials are welcome to present a check at the time the grant is recognized.

Columbia Parks and Recreation Social Media Post: CPRD will share information regarding the grant award on social media (Facebook/Instagram followed by 18,000+).

Grant Agency Signage: Any USTA signage provided will be installed at the courts and maintained by Columbia Parks and Recreation.

2. Provide a detailed tennis programming plan identifying the current tennis programs provided at the facility, and plans for future tennis programming after proposed improvements are completed.

a. Please include participant numbers, dates, times, and age groups within each current program that you offer.

Columbia Parks and Recreation (CPRD) Courts:

A) CPRD Youth and Adult Group Lessons

Columbia Parks and Recreation (CPRD) subcontracts with a private tennis instructor to run the Tennis Instruction Program. The lessons typically rotate across a number of CPRD facilities, including Fairview Park, so every part of Columbia is represented.

- **2023 Youth Season:** Five group sessions each with 6 lessons offered (May/June/July/Aug/Sept) at the below times for ages: 6-8, 9-11 & 12-16
Total 36 participants.
Mon/Wed 5:45 – 6:45 p.m. and Mon/Wed 6:45 – 7:45 p.m.
Tues/Thurs 5:45 – 6:45 p.m.
- **2024 Youth Season:** Five group sessions each with 6 lessons offered May/June/July/Aug/Sept at the below times for ages: 6-8, 9-11 & 12-16.
Total 42 participants (not including Sept classes)
Mon/Wed 5:45 – 6:45 p.m., and Mon/Wed 6:45 – 7:45 p.m.
Tues/Thurs 5:45 – 6:45 p.m.
- **2023 Adult Season:** Five group sessions each with 6 lessons offered May/June/July/Aug/Sept on Tues/Thurs nights from 6:45 – 7:45 p.m.
Total 6 participants
- **2024 Adult Season:** Five group sessions each with 6 lessons offered May/June/July/Aug/Sept (#TBD), Tues/Thurs nights from 6:45 – 7:45 p.m.
Total 5 participants (not including Sept class)

B) CPRD Special Olympics

Columbia Parks and Recreation has robust participation in our Special Olympics tennis program. Athletes are divided into skill levels to either learn the fundamentals of the sport or those who have mastered the skills. Play is offered for both singles and doubles. Volunteer coaches and unified partners facilitate practices from June/July through October. Practices are once a week for 1 hour. Over the last several years the more-skilled athletes have averaged 4 – 6 participants.

Athletes typically practice at the Rapp Tennis Center in Cosmo Park, Columbia's most northern community park. The courts at this location are often crowded with long wait times. Renovating the courts at Fairview Park, a neighborhood park, will allow for additional practice locations for families living in south or central Columbia.

C) USTA Programming at CPRD Tennis Courts

- Adult and Junior Tournaments
2023 - Eight events averaging 30 participants at each event
2024 - Eight events averaging 30 participants at each event.

USTA League Play

- Leagues are offered for 2.5, 3.0, 3.5 and 4.0 skill level players. League matches are offered Monday – Thursday nights including sessions as follows: April –

May, June – August and September – October. Participation levels continue to grow from the downturn experienced during the COVID Pandemic.

D) Show-Me State Games (SMSG)

SMSG is a non-profit program of the Governor's Council on Physical Fitness and health, hosted by the University of Missouri. Tennis has long been a sport within the Show-Me State Games, dating back to 1985 when the Games began. Since its inception, SMSG has scheduled tournament play on tennis courts managed by CPRD. SMSG offers adult singles/doubles for 35 & over, 55 and over, and mixed play. Singles/doubles junior play is offered for girls/boys/mixed for the following age brackets: 14U, 16U and 18U. Wheelchair Tennis is also offered. The 2024 games were scheduled for July 19-21 and July 26 – 28. The 2025 schedule will be similar. The first weekend is for adult divisions and the last weekend is for youth. Participation for each weekend averages 60-70 athletes. All events are multiple days. Visiting athletes are generally looking for practice / warm up courts prior to the tournament, utilizing other courts in the area. One of the main locations recommend are the courts at Fairview Park.

- b. A USTA employee or volunteer may be following up in the future with a progress check on your programs.

Priority for funding may be given to facilities that can and will use 36' & 60' courts and/or blended lines.

E. Terms and Conditions:

1. By signing this Application, Applicant affirms that the information provided and submitted in connection with this Application is true and correct.
2. By signing this Application, Applicant affirms, verifies, and agrees to the following:
 - a. The Facility shall disclose or provide information regarding all usage fees prior to Grant assistance;
 - b. The Facility shall utilize its best efforts to comply with all applicable American with Disabilities Act (A.D.A.) requirements and remain open to the public;
 - c. The Facility shall provide a safe, properly constructed and functional facility, including other amenities (i.e. shade areas, water fountains, backboards, lighting, etc.) to make the game of tennis more enjoyable and to encourage the growth of tennis;
 - d. The Facility provide photos and documentation of publicity of opening after renovations, and are subject to the terms herein;
 - e. The Facility will be constructed as documented in the Application and approved by the USTA's Tennis Venue Design Team;
 - f. The Facility agrees to develop new tennis players by providing clinics, beginner or retention programs. These programs must be identified in detail within the Application;

- g. Incomplete Applications will result in the Application being returned without consideration for funding;
 - h. I understand that if this Application is successfully funded the amount awarded will be distributed on a draw basis as accountability forms are submitted to and approved by the USTA.
 - i. Changes to the project scope of work after a funding award is announced must be reviewed by and approved by the USTA. Any changes can affect the total amount of the funding award, at the USTA's sole discretion.
3. By signing this Application, Applicant affirms, verifies, and commits its Facility and other entity or agent CTA (when appropriate), to maintain the Facility and to actively promote programs at this Facility for a period of five (5) years from the completion date of the funded project. Further, Applicant for the Facility understands that painting other sport lines on tennis courts violates the rules of tennis and may make this Facility ineligible to hold sanctioned USTA events, leagues and/or tournaments. Therefore, Applicant for the Facility pledges it will not line its tennis court/s with playing lines for pickleball, volleyball, basketball or any sport other than tennis during this five (5) year commitment unless you receive USTA approval.
4. By signing this Application, Applicant agrees that any photographs, brochures, or materials submitted in connection with this Application are considered the property of the USTA and will not be returned. Further, by submitting this Application, Applicant grants to the USTA and its assignees the right to use Facility's name, history, description, photographs, rendering, or any other materials submitted in connection with this Application for any and all promotional purposes. In addition, Applicant and Facility hereby grants to the USTA (and grants to the USTA the right to grant to others), as well as their successors and assigns, in perpetuity, the irrevocable right (but not the obligation), in perpetuity, with or without Applicant's knowledge, to film, tape, photograph, record, exhibit, edit, alter, copy, reproduce, license, sell, rent, disclose, display, publish, distribute, broadcast, webcast, prepare derivative works from or otherwise preserve, use and/or exploit in any format and/or manner now known or hereafter developed, whether commercial or non-commercial in nature. Notwithstanding the foregoing, USTA is solely responsible for obtaining consent of any persons depicted in the images. Applicant and Facility shall not be entitled to receive any compensation whatsoever in connection with the USTA's exercise of its use and materials rights.
5. By signing this Application, and in consideration for being provided the Grant, the Owner, Applicant, and Facility hereby releases, waives, discharges and covenants not to sue the USTA and all of its assigns, directors, officers, agents, volunteers and employees, from any and all liability to the undersigned, his/her personal representatives, assigns, heirs and next of kin for any and all loss or damage, and any claim or demands therefore on account of injury to the person or property or resulting in death of the undersigned arising out of or related to the event as connected with this Application. Further, Owner, Applicant, and Facility, to the extent not prohibited by law and without waiving sovereign immunity, hereby agrees to indemnify, defend, save, and hold harmless the USTA from any loss, liability, damage, or cost they may incur arising out of the related events in

connection with this Application and any funding provided, whether caused by the negligence of the USTA or otherwise.

6. By signing this Application, Applicant affirms and understands that the issuance of the Grant and the guidance it may receive from the USTA are provided as part of this Application, and that the USTA is making recommendations only as to facility design, construction, and improvements. The Applicant for the Facility shall have ultimate responsibility for the design, construction, oversight, and completion of improvements to its Facility and agrees, to the extent not prohibited by law and without waiving sovereign immunity, to hold the USTA and all of its assignees, directors, officers, agents, employees, volunteers, and assigns harmless for any damages arising therefrom and agree to defend the USTA from any and all claims or suits arising therefrom.
7. Applicant understands and confirms that its employees and those persons it contracts for services and volunteer opportunities who will have regular contact or authority over minor athletes are in, and shall maintain, compliance with the requirements of the USTA Safe Play Program, as provided for at www.usta.com/safeplay. Applicant further acknowledges and understands that it is also subject to the USTA Safe Play Policy and that any violation will be handled to the fullest extent of the law and pursuant to the U.S. Center for SafeSport Code.

Please remember that any violations (or a suspicion of a violation) of the USTA Safe Play Policy or the Proactive Policies must be reported to the USTA immediately. These reports and any other suspicions you believe the USTA should be made aware of can be made by visiting www.usta.com/safeplay/report or emailing safeplay@usta.com. Any suspicions of child abuse or child sexual abuse must be reported immediately to the local authorities and to the U.S. Center for SafeSport by visiting www.uscenterforsafesport.org.

CONTINUED ON NEXT PAGE

[] I, as an authorized representative of the Applicant, declare and confirm affirm that the organization is currently in or will be, and will remain in, compliance with the USTA Safe Play Program and Policy(s)

APPLICANT HAS COMPLETED THIS APPLICATION, CONFIRMS, AND VERIFIES THAT APPLICANT HAS READ, UNDERSTANDS, AND AGREES TO ALL THE TERMS AND CONDITIONS HEREIN.

Signature:

Signature:

Applicant Name:

De'Carlon
Seewood, City
Manager



Name:

I affirm I have the authority to agree and bind the Owner and Facility to the Terms and Conditions herein

Facility Owner
or Authorized
Facility
Representative

Date:

Date:

Approved as to form:

Nancy Thompson, City Counselor/rw

CERTIFICATION:

I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 44008850-604990-00876 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term.

By: _____

Matthew Lue, Finance Director

Check list – please include this checklist with the application and retain one copy of each application component for your records.

DID YOU REMEMBER TO INCLUDE THE FOLLOWING? (1 COPY OF EACH)

Check Here:

- Pages 4-10 of the application
- Description of Improvements **C1**
- Project time line **C2**
- Cat III** Construction documents **C3**
- Proof of committed funds **D5**
- Estimates or bids and/or Price list **D6**
- Marketing plan **E1**
- Program Plan **E2**
- Signed IRS Form W-9 (**Attachment F**)

Important Reminders:

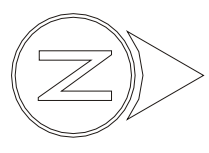
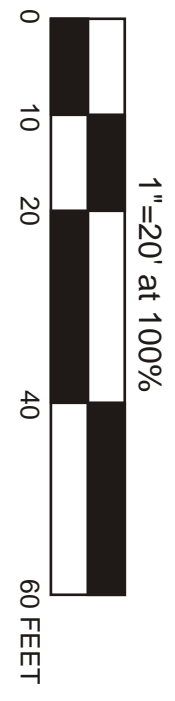
- Submit application to your Project Consultant via email
- Be sure to label all submitted materials (i.e. application, drawings, photos, program, letter of support, IRS Form W-9, etc.)
- If you need help, call or e-mail your Project Consultant.



FAIRVIEW PARK TENNIS COMPLEX TPA-23MO31072

1001 Fairview Road

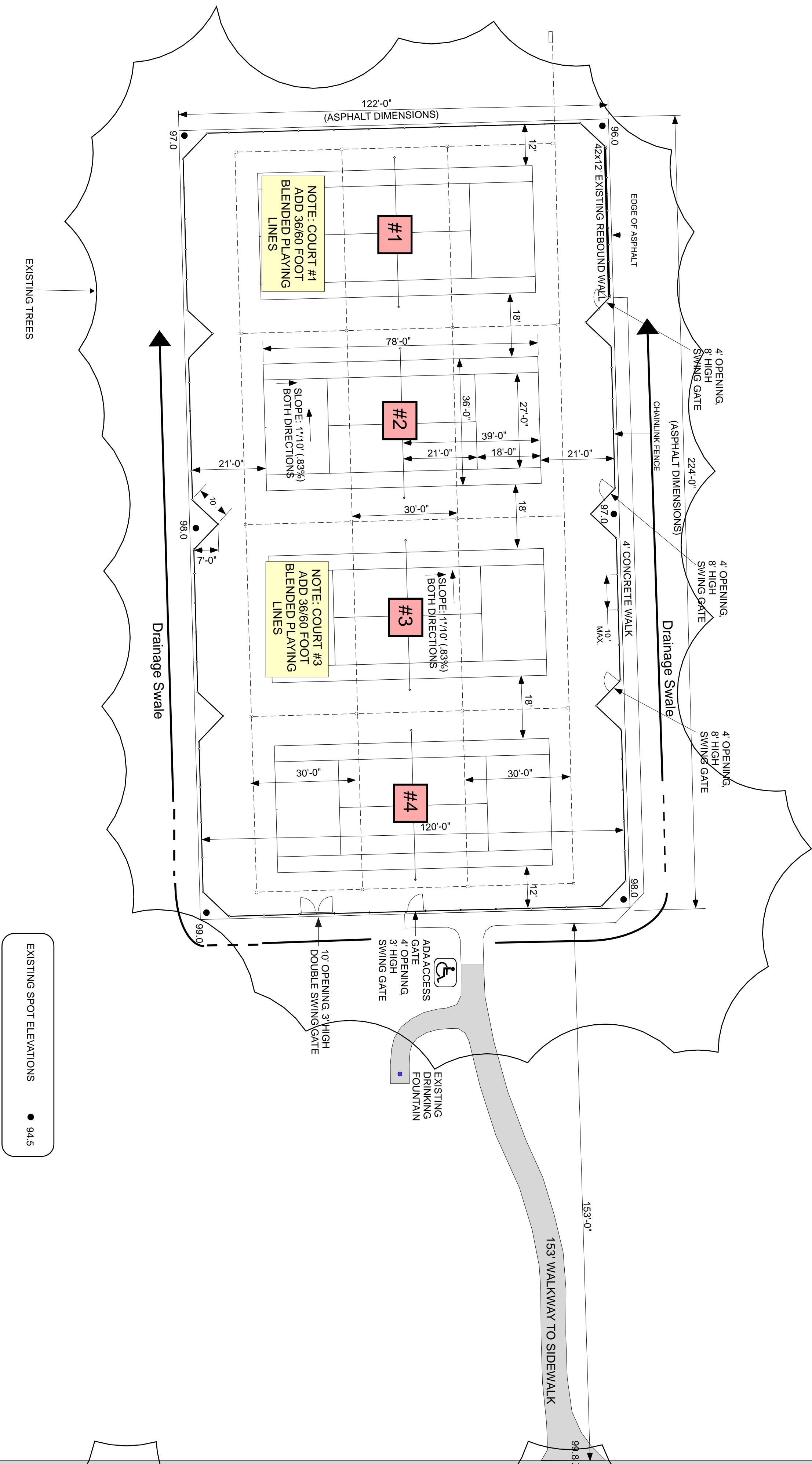
April 5, 2024, JLG



- BLENDED PLAYING LINE NOTES**
1. COURTS #1 AND #3 TO INCLUDE 36/60 FOOT BLENDED PLAYING LINES.
 2. ALL 36/60 FOOT BLENDED PLAYING LINES SHALL BE TEXTURED LINE PAINT WITHIN THE SAME FAMILY AS THE 78 FOOT COURT PLAYING SURFACE COLOR.
 3. ALL 36/60 FOOT BLENDED PLAYING LINES SHALL TERMINATE 3 INCHES FROM THE 78 FOOT COURT LINES
 4. ALL 36/60 FOOT BLENDED PLAYING LINES SHALL BE 1 1/2" WIDE
 5. ALL 36/60 FOOT BLENDED PLAYING LINES SHALL BE MEASURED TO THE OUTSIDE EDGE OF THE PLAYING LINES, WITH THE EXCEPTION OF THE CENTER LINES WHICH SHALL BE MEASURED OUT TO THE CENTER.

NOTE: DIMENSIONS SHOWN ARE TYPICAL OF ALL COURTS.

NOTE:
- ALL COURT DIMENSIONS ARE TO THE OUTSIDE OF THE PLAYING LINES.
- ALL COURT LINES OTHER THAN THE NOTED 36/60 FOOT BLENDED LINES ON COURT #1 AND COURT #3 SHALL BE 2" WIDE.



EXISTING SPOT ELEVATIONS ● 94.5

FAIRVIEW ROAD



SOLICITATION NO.: RFQ 101/2024
 BUYER: Michelle Sorensen
 PHONE NO.: 573-874-6317
 E-MAIL: Michelle.Sorensen@COMO.gov

TITLE: Tennis Courts Resurfacing Improvements at Fairview Park

ISSUE DATE: July 12, 2024

RETURN BID SUBMISSION NO LATER THAN: August 20, 2024, AT 2:00 PM CENTRAL TIME (END DATE)

BIDDERS ARE ENCOURAGED TO RESPOND ELECTRONICALLY THROUGH THE CITY'S E-BIDDING WEBSITE BUT MAY RESPOND BY HARD COPY (See Mailing Instructions Below)

MAILING INSTRUCTIONS: Print or type Solicitation Number and End Date on the lower left hand corner of the envelope or package. Delivered sealed bid submissions must be in the Purchasing Division office (701 E. Broadway, 5th Floor) by the return bid submission date and time.

RETURN BID SUBMISSION TO: (U.S. Mail) CITY OF COLUMBIA PURCHASING PO BOX 6015 COLUMBIA MO 65205 or (Courier Service) CITY OF COLUMBIA PURCHASING 701 E. BROADWAY, 5th FLOOR COLUMBIA MO 65201

CONTRACT PERIOD: Date of award through completion of project. Contract shall not to exceed five (5) years.

DELIVER SUPPLIES/SERVICES FOB (Free On Board) DESTINATION TO THE FOLLOWING ADDRESS:

Fairview Park
 1001 Fairview Road
 Columbia, MO

The bidder hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein. The bidder further agrees that the language of this RFQ shall govern in the event of a conflict with their submission. The bidder further agrees that upon receipt of an authorized purchase order from the Purchasing Division or when a Contract is signed and issued by an authorized official of the City of Columbia, a binding contract shall exist between the bidder and the City of Columbia.

SIGNATURE REQUIRED

VENDOR NAME		McConnell & Associates	
MAILING ADDRESS		1225 Iron Street	
CITY, STATE, ZIP CODE		North Kansas City, MO 64116	
CONTACT PERSON	Gage Miller	EMAIL ADDRESS	g.miller@mconnellassociates.org
PHONE NUMBER	816-955-2552	FAX NUMBER	816-842-1638
AUTHORIZED SIGNATURE		DATE	8.14.24
PRINTED NAME	Gage Miller	TITLE	Project Manager

Section I - INTRODUCTION AND GENERAL REQUIREMENTS**INTRODUCTION:**

This document constitutes a request for competitive, sealed proposals for repair, resurfacing and striping of four (4) tennis courts at Fairview Park, for the City of Columbia, Missouri (hereinafter referred to as City) as set forth herein.

Organization - This document, referred to as an RFQ, is divided into the following parts:

- 1) Introduction and General Information
- 2) Scope of Work
- 3) Bidder Requirements
- 4) Pricing Page
- 5) Exhibits A – D
- 6) Attachment 1 – Tennis Court Layout
- 7) Attachment 2 – Generic Striping Diagram
- 8) Attachment 3 – Laykold Specifications
- 9) Attachment 4 – Additional Requirements due to previous Land and Water Conservation Funding
- 10) Attachment 5 – Performance, Labor and Materials Bonds
- 11) Attachment 6 - Missouri Department of Labor Prevailing Wage Order #31
- 12) Attachment 7 – Sample Contract

PRE – PROPOSAL CONFERENCE:

A pre-proposal conference shall be held **August 8, 2024 at 10:00 am**, to address questions and concerns regarding the bid specifications, documents and to view the site. Attendance at the pre-bid conference is strongly encouraged but not mandatory. The pre-bid conference will take place at Parks Mangement Center, 1507 Business Loop 70 West, Columbia, MO 65202.

Section II - SCOPE OF WORK**GENERAL RESPONSIBILITIES AND TECHNICAL SPECIFICATIONS:**

The City of Columbia, Parks and Recreation Department, is seeking a contractor to repair, resurface and stripe four (4) tennis courts at Fairview Park included herein. All work to be performed shall include furnishing all the required labor, materials, equipment, implements, parts and supplies necessary for and pertinent to the work to be done. The procedures shall be as recommended by the manufacturer for the material(s) used.

Contractor shall do the repair work in a thorough and workmanlike manner and conform to the standards for tennis court construction as prescribed by the U.S. Tennis Court and Track Builders Association.

Contractor shall be responsible for erecting and maintaining all barriers, signage, and directions to maintain public and City staff safety. In the event a portion of the building needs to be closed or partially closed for work, the contractor will be responsible to provide a signage and detour plan for review with owner. The City representative shall approve all closures/detours.

Contractor shall secure all necessary licenses and permits including street parking permits before beginning work, keep necessary records as required, and do all work in such manner as to comply with all ordinances and laws of the City, County, State, and Nation as apply to the work herein outlined.

Contractor shall be responsible for all existing underground, overhead facilities, structures and utilities and contractor shall have all verified prior to the start of construction. Contractor shall call Missouri One-Call System at 1-800-DIG-RITE (344-7483).

Contractor shall park, stage all materials, tools, equipment, etc. in an area approved by the City representative. The City shall not be responsible for theft or damage to the contractor's property. All possible safety hazards to workers or the public shall be corrected immediately and left in a safe condition at the end of each workday.

Contractor shall be responsible for repair of damage to building exterior and interior, drives, curbs, streets, walks, grass, shrubbery and trees, which may be caused by workmen or equipment employed during progress of work. All such repairs shall be made to satisfaction of the City representative, at no cost to the City.

The contractor shall conduct cleaning during progress of work and at the completion of the work. It is the contractor's responsibility to remove construction debris and waste from the site and to obtain waste receptacles as required. Cleaning and disposal operations shall comply with codes, ordinances, regulations and antipollution laws. Contractor shall be responsible for all cost associated with disposal.

Contractor shall promptly remove all leftover waste material from the site upon completion of job. No products shall be cleaned out or left at the job site during work or upon completion of the project. Contractor shall be responsible for repairing any property that is damaged during the course of or as the result of the work

If the contractor fails to clean up during construction or at the completion of the work, the City may do so and the cost thereof shall be charged to the contractor.

TECHNICAL SPECIFICATIONS:

USTA TENNIS COURT RESURFACING SPECIFICATIONS

Court Cleaning/Preparation

Courts shall be cleaned with a high-pressure power washer with detergent. Contractor shall scrape and/or power wash the entire court surface to remove dirt, stains, debris, mildew, loose surfacing material and other materials that may impact the adhesion of the acrylic coatings.

Low Spot/Birdbath Repair

Prior to the application of the court surface system, the entire court area shall be water flooded and allowed to drain for sixty (60) minutes. Any areas holding water deeper than 1/16 inch shall be clearly marked to establish the birdbath outline. Level all low spot and repair birdbaths with high tensile acrylic "Laykold" court leveler; install leveling product needed to improve swales on the north side.

Crack Repair

Contractor shall rout, air blow, and clean all structural cracks in the pavement. All cracks shall fill their entire depth with acrylic patch binder material. Multiple applications may be necessary. Contractor shall feather and sand all crack repairs to be even with the adjacent court surface.

Manufactured Crack Repair - (If recommended is typically used on cracks > 1")

Contractor shall overlay approximately four hundred (400) linear feet of pavement cracks with a manufactured crack repair system in accordance with the manufacturer's instructions and recommendations. Alternate line item for cost estimate in excess of 400 linear feet.

Resurface Coats

Contractor shall provide and install two (2) coats of "Laykold Fortified" Color acrylic textured surface (with sand) utilizing the manufacturer's directions.

Playing Lines

Contractor shall provide and install two (2) coats of "Laykold" textured acrylic paint (with sand) utilizing the manufacturer's directions and in accordance with the Rules of Tennis. Lines shall be installed using line masking tape that is primed to seal the edge and minimize any bleed under the tape. Lines shall be crisp and straight. Play lines shall be hand brushed or rolled, not sprayed.

Blended Playing Lines

Contractor shall provide and install blended 36/60' foot tennis playing lines on Court #1 and Court #3 in accordance with the USTA recommendations for blended playing line installation.

- **Court #1 and Court #3:** Blended lines to be 1 ½" wide, terminate 3" from the 78' court playing lines, and be textured line paint within the same color family as the 78' court. See attachment 2 "Generic Striping Plan" Date: 2020
- **Courts #2 and Court #4:** The contractor shall provide and install 60' lines with 60' blended lines per USTA specifications.

Finished Colors:

In-bounds area – US Open Blue

Out-of-bounds area – US Open Green

Contractor shall comply with the following requirements, at a minimum:

- All applicable codes and standards for the project
- United State Tennis Court and Track Builder Association (USTC & TBA) – www.ustctba.com
- American Sports Builders Association [American Sports Builders Association](http://AmericanSportsBuildersAssociation.com)
- Attachment 1 – Tennis Court Layout
- Attachment 2 – Generic Striping Diagram
- Attachment 3 – Laykold Specifications
- Attachment 4 – Additional Requirements due to previous Land and Water Conservation Funding

Chapter 12A of the City of Columbia Code Ordinances:

https://library.municode.com/mo/columbia/codes/code_of_ordinances?nodeId=PTIICOOR_CH12ALAPR_ARTIVERCORE_S12A-66ERCORE. City of Columbia general land disturbance permit is: MOR10032.

Americans with Disabilities Act (ADA) specification requirements for this project: www.dol.gov/general/topic/disability/ada.

PERIOD OF SERVICE:

Contractor shall agree to complete the work described in their proposal no later than ninety (90) calendar days from the date of the Notice to Proceed. Contractor shall agree to allow a deduction of one hundred dollars (\$100.00) per calendar day from final payment as liquidated damages for each day that completion is delayed beyond said completion date established.

QUESTIONS/CLARIFICATIONS:

All questions concerning the solicitation and specifications shall be submitted in writing via e-mail to the name below. You are encouraged to submit your questions via e-mail.

Michelle Sorensen, CPPB
Phone: 873-874-6317
E-mail: Michelle.Sorensen@COMO.gov

Any oral responses to any question shall be unofficial and not binding on the City of Columbia. An Addendum to this RFQ providing the City of Columbia's official response will be issued if necessary to all known prospective bidders. Questions must be submitted no later than 5:00 p.m. on July 12, 2024.

PERFORMANCE, LABOR AND MATERIALS BONDING:

The contractor on a public improvement project costing more than fifty thousand dollars (\$50,000.00) shall provide to the City, a Performance Bond and a Labor and Material Payment Bond, with corporate surety, satisfactory to the purchasing agent, each in an amount not less than the contract price. Contractor shall furnish a Performance Bond and a Labor and Material Payment Bond, each for one hundred percent (100%) of the contract price, guaranteeing faithful compliance with all requirements of the contract documents and complete fulfillment of the contract, including payment of all labor, material, and other bills made in carrying out this contract." The Surety Company issuing the bonds shall be authorized to conduct business in the State of Missouri, and carry a rating of A-6 or better as listed in the A.M. Best or equivalent rating guide. (Attachment 5)

PREVAILING WAGE:

Pursuant to sections 290.210 to 290.340 RSMo, including the latest amendments thereto and unless the project is exempt from payment of prevailing wages pursuant to Section 290.230 RSMo (projects over seventy five thousand (\$75,000.00) dollars). Contractor shall pay all workers on the project prevailing wage per the Missouri Division of Labor Standards Annual Wage Order No 31, attached as Attachment 6.

Certified payroll shall be submitted to the City of Columbia, Purchasing Division every seven (7) days after the first submission.

If contractor has a week with no work being completed, certified payroll shall be submitted for that week titled "no work." Certified payroll shall be an original signature.

OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA):

Contractor shall provide OSHA cards to the Purchasing Division for any and all personnel working on project within seven (7) calendar days from project start date. If additional personnel is added, their cards shall be submitted within three (3) calendar days of presence on project.

AMERICANS WITH DISABILITIES ACT (ADA):

Contractor shall comply with ADA requirements. ADA prohibits discrimination against people with disabilities in several areas, including employment, transportation, public accommodations, communications and access to state and local government' programs and services. As it relates to employment, Title I of the ADA protects the rights of both employees and job seekers. The ADA also establishes requirements for telecommunications relay services. Title IV, requires closed captioning of federally funded public service announcements. www.dol.gov/general/topic/disability/ada.

DISADVANTAGED BUSINESS ENTERPRISE (DBE):

If bidder and/or subcontractor(s) are certified as a DBE firm, bidder shall include documentation of certification with bid response.

TITLE VI ASSURANCES NOTICE:

The City of Columbia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

LOSS OR DAMAGE:

Contractor shall assume responsibility for all loss or damage to materials and equipment for contracted project. Damaged caused by but not limited to; fire, windstorm, cyclone, tornado, flood, or freezing. The contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The City will not carry insurance against such loss or damage until the final acceptance of the project.

CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:

If the contractor is a foreign corporation or nonresident contractor, it is agreed that the contractor shall procure and maintain during the life of this contract:

- A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
- B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo

STATE OF ISRAEL:

If applicable under Section 34.600 RSMo, and to the extent not in violation of any state or federal constitution, contractor hereby certifies that company is not currently engaged in and shall not for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

SALES TAX EXEMPTION:

Section 144.062 RSMo, allows for a sales tax exemption to contractors constructing, repairing or remodeling facilities or purchasing personal property and materials to be incorporated into and consumed in the construction of projects for a tax exemption entity. The City shall furnish a signed exemption certification to the contractor authorizing such purchases for the construction, repair or remodeling project to each contractor and/or subcontractor. For further information, please contact Missouri Department of Revenue, P.O. Box 840, Jefferson City, Missouri 65105.

Section II - BIDDER REQUIREMENTS**SUBSTITUTIONS:**

Materials, products or equipment other than those named and described, shall be considered substitutions. Substitutions submitted during the bidding period shall be received by the City representative at least ten calendar days prior to the date for receipt of bids. To be considered, bidder's substitution submittal shall include a complete description of the proposed substitution and a comparison of significant qualities of the proposed substitution with those specified including drawings, performance and test data, and other information necessary for an evaluation. The City representative's decision on the approval or disapproval of a proposed substitution shall be final.

If the City representative approves a proposed substitution, such approval shall be set forth in an Addendum. Bidders shall not rely upon approval made in any other manner.

BID BOND:

Bidder shall submit an original bid bond, in an amount of not less than five percent (5%) of base bid to the Purchasing Division, prior to the bid closing date and time. Acceptable forms of bid bonds include: 1.) an original bond on the City of Columbia's bid bond form, (Exhibit A) 2.) a certified check made payable to the City of Columbia; or 3.) An electronic bid bond provided by Surety2000.com, as verified by an eleven-digit code which is generated by the Surety2000 system and provided by the contractor in their bid submission. Bid bonds, regardless of the format, must be issued by a surety company authorized to conduct business in the State of Missouri, and carrying a rating of A-6 or better as listed in the A.M. best or equivalent rating guide. The bid bond shall guarantee good faith on the part of the bidder to enter into contract within ninety (90) days at the price bid, if accepted by the City.

SUBCONTRACTORS:

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the City and to ensure that the City is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract/agreement between the City and the contractor.

The contractor shall expressly understand and agree that they shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract/agreement shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor shall only utilize subcontractors stated on Exhibit B in performance of the contract/agreement. The contractor must obtain the approval of the City prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

E-VERIFY AND WORK AUTHORIZATION:

Bidder shall include in their bid submission a completed work authorization and company E-Verify as filed with Homeland Security (Exhibit C).

STATEMENT OF BIDDERS QUALIFICATIONS:

Bidder shall include in their bid submission a completed Statement of Bidders Qualification (Exhibit D).

ADDENDA:

Bidder shall sign and attach all issued addenda with their response submission. Addenda shall be issued and posted through the City's E Bidding website at www.como.gov/finance/vendors/bid-solicitations/.

FUNDS:

Financial obligations of the City of Columbia payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting Contract will become null and void, without penalty to the City of Columbia.

Federal Land and Water Conservation Funds (LWCF) partial funding was used in the purchasing of the property, relevant federal, state, and local requirements may apply (Attachment 4).

SAMPLE CONTRACT:

The sample contract is attached as Attachment 7. Please review the terms and conditions and insurance requirements set forth in the sample contract. Should the bidder take exception to any of the required legal terms and conditions set forth in Attachment 7, the bidder shall specifically include the exceptions on letterhead with bid response. Any contract for this work shall include all terms and conditions set forth in the sample contract.

VALIDITY OF BIDS:

Bidder agrees that the bids/pricing shall not be withdrawn for a period of ninety (90) calendar days from the specified time for receiving bids.

EXECUTIVE ORDER 12549 REGARDING DEBARMENT AND SUSPENSION:

By submission of its response, the bidder certifies that neither they nor their principals are 1.) presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by a Federal department or agency; 2.) have not within a three (3) year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; 3.) are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses stated above and have not within a three year period preceding this bid had one or more public transactions terminated for cause or default.

INCURRING COSTS:

The City of Columbia shall not be obligated or be liable for any cost(s) incurred by bidders prior to issuance of a Contract. All costs to prepare and submit a response to this solicitation shall be borne by the bidder.

NON-COLLUSION:

In submitting this quotation, the bidder declares that the only persons or parties interested in the quotation as principals are those named herein and that the quotation is made without collusion with any other person, firm or corporation.

LEGAL PROCEEDINGS:

Bidder shall provide a list summarizing any pending or final legal proceedings involving you or your company that took place in any court of law, administrative tribunal or alternative dispute resolution process that was filed, settled or gone to final judgment within the last three (3) years. The summary need not disclose confidential information of a disputed allegation of fact or law, but must contain the allegations made and/or contested or findings of the court of law, tribunal or dispute resolution process. Failure to provide a full and accurate summary of legal proceedings may result in rejection of the quotation or termination of any subsequent contract.

SUBMISSION:

Bid responses and proposals may be submitted online through the City of Columbia bidding website <https://www.como.gov/finance/vendors/bid-solicitations/>, excluding any original documents needed if/or as set forth in bid documents. Responses may be delivered via carrier service, USPS or if necessary drop off at City Hall by scheduling a time with Michelle Sorensen at (573) 874-6317. Bids shall be received by Purchasing and date stamped by the bid closing date and time. No faxed or e-mail responses shall be accepted. Public bid opening will be held at bid closing date and time. The envelope containing the bid response shall be sealed and plainly marked as a response for: "RFQ # 101/2024 - Tennis Courts Resurfacing Improvements at Fairview Park."

EVALUATION AND AWARD:

Evaluation shall be made on past experience with the bidder, price, calendar days of completion and lead times. Award shall be made to the lowest and best overall responsive and responsible bidder. The City of Columbia reserves the right to award all; one or none of the line items, to accept or reject all of part of the bid and to waive technicalities to accept the response of the Purchasing agent considers the most advantages to the City.

Section III - PRICING

Contractor shall furnish all required materials, supplies, equipment and tools; perform all necessary labor and supervision; install, erect, equip, and complete all work stipulated in, required by, and in accordance with RFQ, RFQ exhibits, attachments, contract documents and documents referred to herein (as altered, amended, or modified by all addenda hereto) for and in consideration of the prices stated herein.

The bidder shall provide a firm, fixed price for repair, resurfacing and striping at Fairview Park as specified in accordance with the provisions and requirements stated herein.

Bid Bond requirements shall apply.

Performance, Labor and Material Bonding and Prevailing Wage requirements shall apply per contract requirements

Line Item	Description	Unit	Qty	Unit Cost	Total Cost
1	Firm, Fixed Price for repair, resurfacing and striping four (4) Tennis Courts at Fairview Park as specified herein.	Linear Foot	400	<u>\$143.62</u>	<u>\$57,448.00</u>
2	Firm, Fixed Price cost for overage of four hundred (400) linear feet.	Linear Foot	1	<u>\$70,102.00</u>	<u>\$70,102.00</u>

EXHIBIT A

BID BOND
(Bid Security)

**KNOW ALL MEN BY THESE PRESENTS, that we, McConnell & Associates Corp.
1226 Iron Street, North Kansas City, MO 64116 as **PRINCIPAL** and Hartford Fire Insurance Company
Hartford, Connecticut 06155 as **SURETY**, are held and firmly bound unto the City of Columbia, Missouri,
("City") in the sum of Five Percent of amount bid
Dollars (\$ 5%) ("Bid Security"), for the payment of which sum well and truly to be
made, we hereby jointly and severally bind ourselves, our heirs, executors, successors, and assigns,
firmly by these presents.**

**THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas Principal has submitted a bid
dated August 20, 2024, to enter into a contract in writing for the
Tennis Courts Resurfacing Improvements at Fairview Park Project;**

NOW, THEREFORE,

IF said Bid shall be rejected, or in the alternate,

**IF Principal shall not withdraw the bid within the period specified therein after the opening of
bids, or, if no period be specified, within ninety (90) days after the bid opening, or in the alternate,**

**IF said Bid shall be accepted and the Principal shall execute and deliver a contract in the form
of contract attached hereto, properly competed with all attachments and requirements pertaining
thereto, and shall furnish a bond for the faithful performance of said contract, and for the payment of
all persons performing labor or furnishing materials in connection therewith, shall in all other respects
perform the agreement created by the acceptance of said Bid within twenty (20) days after such
Contract Documents are presented to Principal for signature, or in the alternate,**

**In the event of the withdrawal of the Bid within the period specified, or the failure to enter into
such contract within the time specified, then the Bid Security shall immediately become due and
payable and forfeited to the City as liquidated damages. Principal and Surety agree that this is a fair
and reasonable approximation of the actual damages incurred by the City for the Principal's failure to
honor its bid and that the liquidated damages in this section are not penal in nature but rather the
parties' attempt to fairly quantify the actual damages incurred by the City for the Principal's refusal to
honor its bid.**

**The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety
and its bond shall be in no way impaired or affected by the extension of the time within which the City
may accept such Bid; and said Surety does hereby waive notice of any such extension.**

IN WITNESS WHEREOF, the Principal and Surety have hereunto set their hands and seals, and such of them as or corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year set forth herein.

McConnell & Associates Corp.

PRINCIPAL

By: [Signature]
(Signature)

Printed Name: Gary Miller

Title: Project Manager

Date: August 20, 2024

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies": as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (3) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.

Hartford Fire Insurance Company

SURETY

By: [Signature]
(Signature)

Printed Name: Peggy Marrs

Title: Attorney-in-fact

Date: August 20, 2024

SURETY POWER OF ATTORNEY MUST BE ATTACHED

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

BOND, T-11

One Hartford Plaza

Hartford, Connecticut 06155

Bond.Claims@thehartford.com

call: 888-286-3488 or fax: 860-757-5935

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: G M PETERS AGENCY

Agency Code: 37-284632

- Hartford Fire Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, up to the amount of Unlimited :

Trevor Baldwin, Travis Barker, Shane Davolt, Nicolette Hartley, Peggy Marrs, Bridgett McQuerrey of KANSAS CITY, Missouri

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



Shelby Wiggins

Shelby Wiggins, Assistant Secretary

Joelle L. LaPierre

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA

COUNTY OF SEMINOLE

ss. Lake Mary

On this 20th day of May, 2021, before me personally came Joelle LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.



Jessica Ciccone

Jessica Ciccone
My Commission #H1122280
Expires June 20, 2025

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of August 20, 2024

Signed and sealed in Lake Mary, Florida.



Keith D. Dozols

Keith D. Dozols, Assistant Vice President

EXHIBIT B

DOCUMENTATION OF INTENT TO PARTICIPATE

If the bidder is proposing to include the participation of a subcontractor(s) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the bidder's proposal.

~ Copy This Form For Each Subcontractor Proposed ~

This Section To Be Completed by Subcontractor:

By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.

Name of Subcontractor: _____

Contact Name: _____ Email: _____

Address: _____ Phone #: _____

City: _____ Fax #: _____

State/Zip: _____ MBE/WBE/DBE Certification # _____

MBE/WBE/DBE Certification (or attach copy of certification)

Expiration Date: _____

PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE

Describe the products/services you *(as the subcontractor)* have agreed to provide:

Authorized Signature:

Authorized Signature of Subcontractor

*Date
(Dated no earlier than
the RFP issuance date)*

EXHIBIT C**EVERIFY AND WORK AUTHOTIZATION****Sections 285.525 To 285.550 RSMo.**

Pursuant to section 285.530 (1) RSMo, No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. {RSMo 285.530 (2)}

An Employer may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the employer's hire whose employment commences after the employer enrolls in a federal work authorization program. **The E-verify system issues a Memorandum of Understanding once enrollment is complete; the City of Columbia requires a copy of this document be attached to the Work Authorization Affidavit.** The employer shall retain a copy of the dated verification report received from the federal government. Any business entity that participates in such program shall have an affirmative defense that such business entity has not violated subsection 1 of this section. {RSMo 285.530 (4)}

For vendors that are not already enrolled and participating in a federal work authorization program, E-Verify is an example of this type of program. Information regarding E-Verify is available at:

<http://www.dhs.gov/e-verify>

CITY OF COLUMBIA, MISSOURI
WORK AUTHORIZATION AFFIDAVIT
PURSUANT TO 285.530 RSMo
(FOR ALL BIDS IN EXCESS OF \$5,000.00)

County of Clay)

)SS.

State of Missouri)

My name is Gage Miller, I am an authorized agent of McConnell & Associates (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the City of Columbia. This business does not knowingly employ any person who is an unauthorized alien in connection with the services being provided. **Documentation of participation in a federal work authorization program is attached to this affidavit.**

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1 RSMo and shall not thereafter be in violation. Alternatively, a subcontractor may submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.



Gage Miller

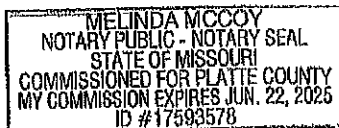
Printed Name

Personally appeared before me, a Notary Public, within and for the County of Platte,

State of Missouri, the person whose signature appears above, PERSONALLY AND KNOWN TO ME AND ACKNOWLEDGED, that signed the foregoing Affidavit for the purposes therein stated.

Subscribed and sworn to me this 19th day of August, 2024.

My Commission expires June 22, 2025.





(Notary Public)

EXHIBIT D

STATEMENT OF BIDDERS QUALIFICATIONS

Each Bidder for the work included in the specifications and drawings and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: McConnell & Associates

2. Business Address: 1225 Iron Street, North Kansas City, MO 64116

3. Date Organized: 1965 4. Date Incorporated: 1965

5. If NOT INCORPORATED, state type of business and provide your Federal Tax Identification Number.

Type of Business: Corporation Federal Tax ID # 43-1139077

Provide a brief company history, including the founding date and number of years in business as currently constituted.

See Attached Document - MAC Court Resume

Describe the nature of the vendor's business, type of services performed, etc. Identify the vendor's website address, if any.

See Attached Document - MAC Court Resume

Provide a list of and a short summary of information regarding the vendor's current contracts/clients.

See Attached Document - MAC Court Resume

List, identify, and provide reasons for each contract/client gained and lost in the past two (2) years.

See Attached Document - MAC Court Resume

Contractor shall provide certification from the material supplier that contractor is a certified, trained qualified installer of the wearing surface system.

See Attached Document - MAC Court Resume

EXHIBIT D CONTINUED

CURRENT/PRIOR EXPERIENCE

The bidder should copy and complete this form documenting the bidder and any subcontractor's current/prior experience considered relevant to the services required herein. In addition, the bidder is advised that if the contact person listed for verification of services is unable to be reached during the evaluation, the listed experience may not be considered. Bidder shall provide three (3) or more references on like projects.

Bidder Name or Subcontractor Name: <u>McConnell & Associates</u> (if reference is for a Subcontractor):	
Reference Information (Current/Prior Services Performed For:)	
Name of Reference Company/Client:	
Address of Reference Company/Client:	
Reference Contact Person Name, Phone #, and E-mail Address:	<u>See Attached Document - MAC Court Resume</u>
Title/Name of Service/Contract	
Dates of Project Initiation and Project Completion:	
If service/contract has terminated, specify reason:	
Description of Services Performed, such as: <input checked="" type="checkbox"/> What the bidder did <input checked="" type="checkbox"/> How the bidder did it <input checked="" type="checkbox"/> Results <input checked="" type="checkbox"/> Additional Detail	<u>See Attached Document - MAC Court Resume</u>
Personnel Assigned to Service/Contract (include all key personnel and identify role):	

EXHIBIT D CONTINUED

EXPERTISE OF KEY PERSONNEL

(Copy and complete this table for each key person proposed)

Title of Position:	
Name of Person:	<u>See Attached Document - MAC Court Resume</u>
Educational Degree (s): include college or university, major, and dates	
License(s)/Certification(s), #(s), expiration date(s), if applicable:	
Specialized Training Completed.	
# of years' experience in area of service proposed to provide:	<u>See Attached Document - MAC Court Resume</u>
Describe person's relationship to bidder. If employee, # of years. If subcontractor, describe other/past working relationships	
Describe this person's responsibilities over the past 12 months.	<u>See Attached Document - MAC Court Resume</u>
Previous employer(s), positions, and Dates	

Staffing Methodology

Describe the person's planned duties/role proposed herein:	<u>See Attached Document - MAC Court Resume</u>
--	--

List of Projects and Roles Completed

Describe the projects worked by the individual and the specific role:	<u>See Attached Document - MAC Court Resume</u>
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EXHIBIT D CONTINUED

MISCELLANEOUS INFORMATION

Employee/Conflict of Interest:

Bidders who are elected or appointed officials or employees of the City of Columbia or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. If the bidder or any owner of the bidder's organization is currently an elected or appointed official or an employee of the City of Columbia or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the City of Columbia or any political subdivision thereof:	N/A
If employee of the City of Columbia or political subdivision thereof, provide name of City or political subdivision where employed:	N/A
Percentage of ownership interest in bidder's organization held by elected or appointed official or employee of the City of Columbia or political subdivision thereof:	N/A %

Registration of Business Name (if applicable) with the Missouri Secretary of State

The bidder should indicate the bidder's charter number and company name with the Missouri Secretary of State. Additionally, the bidder should provide proof of the bidder's good standing status with the Missouri Secretary of State. If the bidder is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #1 RFP # 101/2024

TENNIS COURTS RESURFACING IMPROVEMENTS AT FAIRVIEW PARK

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. The bid closing date is August 20, 2024 at 2:00pm CST – The date was incorrect on the bidding site.

No other changes

ACKNOWLEDGEMENT OF ADDENDUM #1

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #1 have been incorporated in their proposal and are a part of Request for Quotation No. 101/2024 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm McConnell Date 8/20/24

Signed [Signature]



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #2 RFP # 101/2024

TENNIS COURTS RESURFACING IMPROVEMENTS AT FAIRVIEW PARK

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Plexipave has been approved as an acceptable substitute for Laykoyd.

ACKNOWLEDGEMENT OF ADDENDUM #2

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #2 have been incorporated in their proposal and are a part of Request for Quotation No. 101/2024 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm McConnell Date 8/20/24

Signed [Signature]



CITY OF COLUMBIA, MISSOURI

FINANCE DEPARTMENT
PURCHASING DIVISION

NOTICE TO BIDDERS ADDENDUM #3 RFP # 101/2024

TENNIS COURTS RESURFACING IMPROVEMENTS AT FAIRVIEW PARK

Bidders shall note these changes to the above Request for Quotation and *incorporate these changes in their submittal*. Bidders shall attach a signed acknowledged copy of this addendum to their bid, if submitting a hard copy (via paper) or agree to the addendum electronically if submitting through the electronic bid system on line.

The following revisions and/or additions shall be referred to as part of the Bid/Contract Documents.

General Clarifications:

1. Clarify what you are looking for by the 400 linear foot of resurfacing and striping of four tennis courts?
400 linear feet refers to the approximate distance of crack-filling needed.
2. What is the anticipated start date for the project?
That will be determined by the department and the contractor for a start date. The anticipated start date is this summer or fall

ACKNOWLEDGEMENT OF ADDENDUM #3

The undersigned Respondent hereby certifies that the changes set forth in this Addendum #3 have been incorporated in their proposal and are a part of Request for Quotation No. 101/2024 other provisions of the bid documents, except as herein stated, shall remain in force as written.

Firm McConnell Date 8/20/24

Signed [Signature]



Company ID Number: 211908

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS

ARTICLE I PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS) and McConnell and Associates Corp. (Employer). The purpose of this agreement is to set forth terms and conditions which the Employer will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the Social Security Administration (SSA), and DHS.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the following notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system:
 - a. Notice of E-Verify Participation
 - b. Notice of Right to Work
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.
3. The Employer agrees to grant E-Verify access only to current employees who need E-Verify access. Employers must promptly terminate an employee's E-Verify access if the employer is separated from the company or no longer needs access to E-Verify.



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4. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

5. The Employer agrees that any Employer Representative who will create E-Verify cases will complete the E-Verify Tutorial before that individual creates any cases.

a. The Employer agrees that all Employer representatives will take the refresher tutorials when prompted by E-Verify in order to continue using E-Verify. Failure to complete a refresher tutorial will prevent the Employer Representative from continued use of E-Verify.

6. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

7. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

8. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the anti-discrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly



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employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

9. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

10. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

11. The Employer must use E-Verify for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

12. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

13. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status



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(including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

14. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

15. The Employer agrees that it will use the information it receives from E-Verify only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

16. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident - Password" in the subject line of your email when sending a breach report to E-Verify.

17. The Employer acknowledges that the information it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

18. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon



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reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

19. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

20. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not create a second case for the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.



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b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin

E-Verify verification of all existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

- i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,
- ii. The employee's work authorization has not expired, and
- iii. The Employer has reviewed the Form I-9 information either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

- i. The Employer cannot determine that Form I-9 complies with Article II.A.6,
- ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or
- iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with



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Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

C. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.
2. SSA agrees to safeguard the information the Employer provides through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).
3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the Employer.
4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the employer.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

D. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer to conduct, to the extent authorized by this MOU:
 - a. Automated verification checks on alien employees by electronic means, and



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- b. Photo verification checks (when available) on employees.
2. DHS agrees to assist the Employer with operational problems associated with the Employer's participation in E-Verify. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.
3. DHS agrees to provide to the Employer with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.
4. DHS agrees to train Employers on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials.
5. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.
6. DHS agrees to issue each of the Employer's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.
7. DHS agrees to safeguard the information the Employer provides, and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.
8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.
9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case.



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The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.
4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.
6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.
2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.
4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the



Company ID Number: 211908

employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.
6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:
 - a. Scanning and uploading the document, or
 - b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).
7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.
8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.
9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.
2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.



Company ID Number: 211908

B. TERMINATION

1. The Employer may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties.
2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Employer's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.
3. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.
4. The Employer agrees that E-Verify is not liable for any losses, financial or otherwise, if the Employer is terminated from E-Verify.

ARTICLE VI PARTIES

- A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.
- B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.
- C. The Employer may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.
- D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.



Company ID Number: 211908

E. The Employer understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively. The Employer understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Employer, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

To be accepted as an E-Verify participant, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 1-888-464-4218.



Company ID Number: 211908

Approved by:

Employer McConnell and Associates Corp.	
Name (Please Type or Print) Doug L Morgan	Title
Signature Electronically Signed	Date 05/07/2009
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 05/07/2009



Company ID Number: 211908

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	McConnell and Associates Corp.
Company Facility Address	1225 Iron North Kansas City, MO 64116
Company Alternate Address	
County or Parish	CLAY
Employer Identification Number	431139077
North American Industry Classification Systems Code	238
Parent Company	McConnell & Associates Corp.
Number of Employees	100 to 499
Number of Sites Verified for	4 site(s)



Company ID Number: 211908

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KS	1
MO	3



Company ID Number: 211908

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Doug L. Morgan
Phone Number	8168426066122
Fax	8168421638
Email	D.Morgan@McConnellAssociates.org



Company ID Number: 211908



This list represents the first 20 Program Administrators listed for this company.



9241 Manchester Road - Saint Louis, Missouri 63144 - Office (314) 962-1920 - Fax (314) 962-6831

Championship Standard

Since our inception in 1965, McConnell & Associates (MAC) has upheld an unwavering commitment to excellence in all aspects of court construction and maintenance. From initial design to ongoing court care, we have consistently delivered championship-caliber playing conditions for our clients.

As our reputation has grown, MAC has become synonymous with top-tier playing surfaces, garnering numerous accolades from the American Sports Builders Association (ASBA). Beyond our award-winning projects, we have a storied history of excellence. Notably, in 2008, MAC played a role in installing the Australian Open renowned playing surface. A milestone achievement came in 2018 when we were honored as the "Contractor of the Year" by Tennis Industry Magazine.

In 2017, MAC made the strategic decision to expand our manufacturing product line by introducing Gameco Sports Coatings. This move underscores our commitment to delivering top-notch products throughout every stage of the project, from manufacturing to installation. Notably, all materials undergo rigorous testing to guarantee quality assurance.

The MAC Championship Standard ensures that every project, overseen by our Certified Tennis Court Builders (CTCB), adheres rigorously to ASBA guidelines. This commitment guarantees our clients receive enduring, high-quality playing surfaces for years to come.

American Sports Builders Association

The American Sports Builders Association (ASBA) represents a community of builders, designers, and suppliers dedicated to maintaining the highest standards across courts, tracks, fields, and other sports surfaces. Our mission is to promote excellence through regional meetings, technical forums, comprehensive construction manuals, and volunteer opportunities.

MAC has proudly contributed to ASBA since 1991, actively engaging with fellow professionals in our industry. Each year, members of the MAC team participate in technical meetings to advance their expertise. We also contribute through committee work, presentations, and task forces, earning recognition as leaders within our field.

ASBA's Certified Builder Program exemplifies our shared commitment to elevating professional standards in sports facility construction. With only 45 certified court builders nationwide, we are proud to lead with three certified builders, the most of any company in the US.





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Meet the Team

*Appendix A for certifications**

Rob McConnell - President of Sports Construction

- Over 40 years of court surfacing and experience
- Contributed to the ASBA throughout the years MAC has been a member
- 1987 Graduate of the University of Central Missouri with a degree in Communications and Aviation
- Has driven MAC to always use the leading technology in sports construction

J.R. Rockenfield - Vice-President of Sports Construction

- Over 20 years of court surfacing and construction.
- ASBA Certified Track Builder and ASBA Certified Tennis Court Builder (Attached)
- Involved in many ASBA activities (Track Certification Committee, various Technical Meeting Presentations, and other task forces)
- Level 1 PTI Certification
- Graduate of William Jewell College with a BS in Computer Information Systems.
- Recipient of many ASBA project awards

Mike Mehaffey - Director of Sports Construction Kansas City

- 12 years of court surfacing and construction.
- ASBA Certified Track Builder and ASBA Certified Tennis Court Builder (Attached)
- Involved in many ASBA activities
- Level 1 PTI Certification
- Graduate of University of Central Missouri with a BS in Construction Management
- Recipient of many ASBA project awards

Justan Vaughn - Director of Sports Construction St. Louis

- Over 20 years of court surfacing and construction.
- Certified Tennis Court Builder (Attached)
- Involved in many ASBA activities (Certification Committee, ASBA Academy, and other task forces)
- 2008 Graduate of Southern Illinois University Carbondale with BS in Civil Engineering
- Level 1 PTI Certification
- Recipient of many ASBA project awards





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Aidan Delgado - Project Manager II - St. Louis

- 5 years of court surfacing and construction
- 2022 Graduate of University of Central Missouri with a BS in Construction Management
- AC Certificate holder from the American Institute of Constructors

Matt Lennon - Project Manager I - St. Louis

- 2 years of court surfacing and construction
- 2017 Graduate of Michigan State University with a BS in Soil Sciences
- 4 years of previous capital planning experience as Director of Operations at Bellerive Country Club

Preston McConnell - Project Manager I - Kansas City

- 1 year in court surface and construction
- 4 Summers working on Court Surfacing crews
- Graduated from the University of Kansas with a Masters Degree in Accounting

Gage Miller - Project Manager I - Kansas City

- 1 year in court surfacing and construction
- Graduated from Kansas State University with a BS in Construction Science

Andrew Miller - Field Engineer II - St. Louis

- 4 years of court surfacing and construction
- 2019 Graduate of University of Central Missouri with a BS in Construction Management
 - Minor in Business
- 5 years previous experience in stormwater control and grading

Eric Estrada - Field Engineer II - Kansas City

- 3 years in court surfacing and construction
- Graduated from State Technical College of MO with An Associate of Applied Science in Civil Construction Technology

Issac Cardin - Site Engineer I - Kansas City

- 1 year in court surfacing and construction
- Graduated from Pittsburg State University with a BS in Construction Management





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Preston Wheeler - Site Engineer I - Kansas City

- 1 year in court surfacing and construction
- Graduated from University of Central Missouri with a BS in Construction Management
- Certified Associate Constructor

Braden Dement - Site Engineer I - St. Louis

- 1 year court surfacing experience
- 2023 Graduate of State Technical College of Missouri with an Associates of Applied Science and Civil Engineering
- ASHTO Material Certified

Andy Gensch - Director of Business Development

- Over 20 years in sales and business experience
- Specializing in garnering the relationship between MAC and our trusted partners.

Tim Slomonski - Senior Technical Manager - Kansas City

- 17 years in the chemical coating industry
 - 11 years as a R&D/QC/QA Chemist/Technical Director
 - 6 years in Special Chemical Sales
- Graduated from Missouri Western with a BA in Chemistry and a Masters in Chemistry





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Award Winning History

- 2023 Residential Facility of the Year - *Root Residence, Leawood, KS*
- 2021 Distinguished Outdoor Tennis Facility - *Wilbur Young Park, Blue Springs, MO*
- 2021 Distinguished Outdoor Tennis Facility - *Rockwood Summit High School, Fenton, MO*
- 2021 Distinguished Outdoor Pickleball Facility - *EH Young Park, Riverside, MO*
- 2020 Outdoor Tennis Facility Silver Award - *Bellerive Country Club, St. Louis, MO*
- 2020 Distinguished Outdoor Tennis Facility - *Sar Ko Park, Lenexa, KS*
- 2020 Distinguished Outdoor Pickleball Facility - *Bois D'arc Park, Lenexa, KS*
- 2020 Residential Tennis Facility Silver Award - *Gardner Residential Court, Gardner, KS*
- 2019 Residential Pickleball Facility of the Year - *Liberty Residence, Liberty, MO*
- 2019 Distinguished Outdoor Tennis Facility - *Lincoln Park, East St. Louis, MO*
- 2019 Distinguished Outdoor Tennis Facility - *Liberty North High School, Liberty, MO*
- 2019 Distinguished Outdoor Tennis Facility - *Overland Park Racquet Club, Overland Park, KS*
- 2017 Outdoor Pickleball Facility Silver Award - *Chicken N' Pickle, Kansas City, MO*
- 2017 Indoor Pickleball Facility of the Year Award - *Chicken N' Pickle, Kansas City, MO*
- 2017 Outdoor Tennis Facility Bronze Award - *Kearney High School, Kearney, MO*
- 2016 Outdoor Tennis Facility Bronze Award - *College Blvd. Activity Center Tennis Complex, Olathe, KS*
- 2010 Outdoor Tennis Facility of the Year - *Woodside Racquet Club, Westwood, KS*





Post-Tensioned Court References

2023

Westwood Country Club - 8 standard pickleball courts and 1 championship pickleball court

- Andy Cullinane, 314.432.2315 ext. 242, andyc@westwoodcc.com

Fort Zumwalt West High School - 7 tennis courts

- Lisa Koester, 636.272.6620, lkoester@fz.k12.mo.us

Forestwood Park (Phase 2) - 4 tennis courts

- David Musgrave, 314-521-4661 x4070, DMusgrave@fergusoncity.com

Kirkwood Park - 5 pickleball courts

- Kyle Henke, 314-822-5856, henkekk@kirkwoodmo.org

T-Shotz - 4 pickleball courts

- Dave Horn, 816-353-5555, dhorn@blueridgecrossing.com

Westboro Canterbury Park - 4 Pickleball

- Tom Garland, 816-439-4384, tgarland@libertymo.gov

2022

St. Ferdinand Park - 1 tennis and 4 pickleball

- Cheryl Thompson-Stimage, 314-839-7670, cthompson@florissantmo.com

Whitecliff Park - 1 basketball court

- Eillien Ramirez, 314-729-4861, eramirez@cityofcrestwood.com

Parkway Central High School - 7 tennis courts

- Pat Gutting, 314-415-8321, pgutting@parkwayschools.net

Parkway West High School - 7 tennis courts

- Pat Gutting, 314-415-8321, pgutting@parkwayschools.net

Kenagy Park - 4 Tennis Courts

- Dave Turner, 816-358-4100, davet@raytownparks.com

Kearney Pickleball Complex - 12 Pickleball courts, 1 SkatePark

- Eric Marshall, 816-903-4724, emarshall@kearneymo.us

2021

Forestwood Park (Phase 1) - 4 tennis courts

- David Musgrave, 314-521-4661 x4070, DMusgrave@fergusoncity.com

Scott Residence - 1 indoor pickleball court

- Sanford Scott, 314-650-5001, sanfordscott@charter.net

Shawnee, KS Parks - 4 Tennis Courts

- Bret McCubbin, 913-742-6440, bmccubbin@cityofshawnee.org





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2020

- Des Peres Park** - 6 tennis courts, 3 pickleball, and 3 shuffleboard
 - Jeff Nilges, 314-241-3600, jeffnilges@planningdesignstudio.com
- Singuefield Residence** - 1 tennis and half basketball court
 - Randy Sinquefield, 805-415-6553,
- Blue Springs Parks** - Multiple sites, basketball/pickleball/tennis
 - Dennis Dovel, 816-228-0265, ddovel@bluespringsgov.com

2019

- Fort Zumwalt North High School** - 7 tennis courts
 - Lisa Koester, 636-474-8503, lkoester@fz.k12.mo.us
- Innsbrook** - 8 pickleball
 - Jeffrey Yegge, 314-401-4416, jeff.yegge@innsbrook-resort.com
- Bellerive Country Club** - 1 tennis and 6 pickleball courts
 - Carlos Arraya, 314-275-9458, carraya@bellerive.net
- Sunset Park** - 4 tennis courts and 1 basketball
 - Greg Camp, 636-937-6646, gcamp@cityoffestus.org

Asphalt Court References

2023

- The Residence at Tesson Ridge** - 1 tennis court with concrete curb
 - Omar Senghore, 636-561-9500, osenghore@paric.com
- Covenant Park** - 1 tennis and 4 pickleball
 - Mark George, mgeorge@stpeters.net

2022

- Terre Du Lac Country Club** - 1 tennis court and 4 pickleball courts
 - Ted Hartzler, 314-497-5195, ted@tedhartzlersales.com





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Clay Court References

2022

Algonquin Country Club - 3 clay tennis courts

- John Welter, 314-962-3700, johncwelter@algonquingolfclub.com

2021

Old Warson Country Club - 5 clay hydrocourt

- Kevin Lasater, 314-795-8543, kvnlasater@yahoo.com

2019

Bellerive Country Club - 5 clay hydrocourt

- Carlos Arraya, 314-275-9458, carraya@bellerive.net

Maintenance References

2023

CBC High School - 8 tennis courts

- Scott Pingel, 314-985-6047, pingels@cbchs.org

Chaminade Prep School - 8 tennis courts

- Tom Fernandez, 314-692-6649, tfernandez@chaminade-stl.org

Shaw Park - 10 tennis courts

- Justin Whipple, 314-486-2771, jwhipple@claytonmo.gov

Vetta Gametime - 6 pickleball courts

- Pete Spanos, 314-808-1888, pspanos@vettasports.com

2022

Belleville West High School - 8 tennis courts

- Dustin Bilbruck, 618-610-2162, dbilbruck@bths201.org

City of Creve Coeur - 4 tennis courts and 2 pickleball

- Tom Delia, 314-872-2527, tdella@crevecoeurmo.gov

Ladue Middle School - 8 tennis courts

- Dan Fleshman, 314-575-0934, dfleshman@ladueschools.net

Whitecliff Park - 4 tennis courts

- Eilien Ramirez, 314-729-4861, eramirez@cityofcrestwood.com

Sunset Hills Country Club - 2 tennis courts and 6 pickleball courts (cushioned)

- Todd Toma, 618-409-9656, todd.toma@me.com





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2021

- Missouri Pickleball Club** - 18 indoor pickleball courts
 - Michael Grewe, 314-799-5505, mgrewe@gjgrewe.com
- Dwight Davis Tennis Center** - 18 tennis courts
 - Carobeth Kelly, 314-313-2217, dwight@ustastl.com
- Southwestern Illinois College** - 6 tennis courts
 - Mike Juenger, 618-980-0820, michael.juenger@swic.edu
- Liberty Middle School** - 6 tennis courts
 - Joe Gugger, 618-973-3178, gugger@charter.net

2020

- Bernard Middle School** - 8 tennis courts
 - Mike Gegg, 314-467-7870, geggm@msdr9.org
- Creve Coeur Racquet Club** - 9 outdoor tennis and 5 indoor pickleball courts
 - Dan Apted, 314-644-6640, dan@ccrctennis.com
- Lindenwood University** - 12 pickleball courts
 - Nick Stone, 314-291-2600, nick.stone@fordasphalt.com

2019

- Edwardsville High School** - 8 tennis courts
 - Dave Lipe, 618-410-3343, dlipe@ecusd7.org
- MICDS** - 15 tennis courts
 - Mark Sweeney, 314-458-3738, msweeney@micds.org
- St. Joseph Academy** - 8 tennis courts
 - Scott Gates, 314-394-4848, sgates@stjosephacademy.org
- Kirkwood Park** - 8 tennis courts
 - Kyle Henke, 314-822-5856, henkekk@kirkwoodmo.org



Appendix A - Certifications



Level 1 Slab-on-Ground Installation
MIKE P MEHAFFEY

Certification ID #01967420

Expires on: 02/08/2027

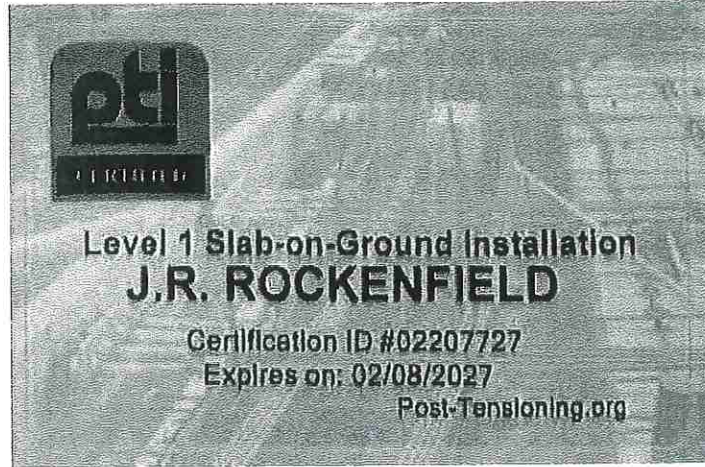
Post-Tensioning.org





MAC
 McConnell & Associates
 WHEREVER YOU WALK, PARK, OR PLAY

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AMERICAN SPORTS BUILDERS ASSOCIATION

Through Its Certification Board
Has Conferred Upon

JR Rockenfield, CTCB

The Designation

CERTIFIED TENNIS COURT BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF TENNIS COURT CONSTRUCTION AND FOR HAVING SUCCESSFULLY FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

In witness whereof we have set our hands on
the 31st day of December, 2022

Certification expires: December 31, 2025

[Signature]
Executive Director

[Signature]
Certification Chairman




AMERICAN SPORTS BUILDERS ASSOCIATION

Through Its Certification Board
Has Conferred Upon

Justan Vaughn

The Designation

CERTIFIED TENNIS COURT BUILDER

FOR EFFORTS TO RAISE THE PROFESSIONAL STANDARDS OF TENNIS COURT CONSTRUCTION AND FOR HAVING SUCCESSFULLY FULFILLED THE CONDITIONS OF ELIGIBILITY AND PASSED THE REQUIRED EXAMINATION

In witness whereof we have set our hands on
the 31st day of December, 2021

Certification expires: December 31, 2026

[Signature]
Executive Director

[Signature]
Certification Chairman






August 27, 2024

To: United States Tennis Association Incorporated (USTA)

Subject: United States Tennis Association 2024 Facility Services Grant: City of Columbia Fairview Park Tennis Complex, TPA-24MO31072

To Whom It May Concern

Please be advised that the City of Columbia has matching funds available in the amount of \$42,488 in Account 44008850 604990 00876 for the Fairview Park Tennis Complex Improvement Project.

Sincerely,

A handwritten signature in blue ink, appearing to read "Matthew Lue".

Matthew Lue

Finance Director, City of Columbia



August 26, 2024

City of Columbia Park & Recreation Department
Janet Godon
Planner
1 S 7th Street, Columbia MO 65201

Re: USTA Missouri Valley Public Facility Grant, Fairview Park TPE 24MO31072

Dear Janet,

Congratulations! USTA Missouri Valley is very pleased to award Columbia Parks and Recreation Department a facility grant to assist with your Category II project at Fairview Park..

We have watched these many months as you have moved this project forward from paper to reality. We will support this project with a \$2,500 grant, following a successful completion of a USTA national Category II review and award. USTA Missouri Valley grant funds will be distributed upon receipt from the USTA they have received the required accountability form and are releasing their funds.

We appreciate all your efforts in promoting and developing tennis with your major sports complex..

Sincerely,

John Terpkosh

John Terpkosh
Program Manager
USTA Missouri Valley

CC: Mary Buschmann, Executive Director
Tara Williams, Community Tennis Manager
Alwyn Mushonga, Tennis Service Representative, Missouri

**Attachment E
TPA-24MO31072**

10/1/2024 Tennis Courts Resurfacing Improvements at Fairview Park		McConnell & Associates Corp		PCC Sports (Stanfill)		Byrne and Jones		
Line Item	Description	Unit	Qty	Unit Cost	Total Cost	Unit Cost	Total Cost	
1	Firm, Fixed Price for repair, resurfacing and striping four (4) Tennis Courts at Fairview Park as specified herein.	Linear Foot	400	\$ 143.62	\$ 57,448.00	\$ 292.72	\$ 117,088.00	No Bid - can not start in the anticipated Notice to Proceed date. Would need to push project to 2025.
2	Firm, Fixed Price cost for overage of four hundred (400) linear feet	Linear Foot	1	\$ 70,102.00	\$ 70,102.00	\$ 21.00	\$ 21.00	



CITY OF COLUMBIA
PURCHASING DIVISION

Bid Analysis Report

To Department:	Parks and Recreation	Date:	August 21, 2024
City Bid Number	101/2024	Commodity:	Tennis Courts Resurfacing Improvements at Fairview Park
Evaluated By:	Michelle Sorensen		
The Purchasing Agent recommends award to: McConnell & Associates Corp			
VENDOR	AWARD AMOUNT	ITEM(S)	
McConnell & Associates Corp	\$57,448.00 \$70,102.00	Line 1 Line 2	
Bid responses were also received from: PCC Sports (Stanfill) – Line 1 - \$117,088.00, Line 2 - \$21.00			
Return to Purchasing by: August 30, 2024			
<input checked="" type="checkbox"/>	Accepting Bid as recommended - <i>Line #1 only</i>		
<input type="checkbox"/>	Recommend accepting bid of _____ for the following reason(s): <input type="checkbox"/> - Recommended bid does not meet specifications (Explain in remarks and/or attachment.) <input type="checkbox"/> - Offers better value although recommended bid meets specifications. (Explain in remarks and/or attachment.)		
<input type="checkbox"/>	Recommend that all bids be rejected (Explain in remarks and /or attachment.)		
Department Remarks: Parks and Recreation will award line 1 to McConnell and Associates Corp. Line 2 shall not be awarded.			

Department/Division Head Signature(s): *Zach Reiter* Date: 8/21/24

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) City of Columbia	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input checked="" type="checkbox"/> Other (see instructions) _____ Municipal Corporation	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>3</u> Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions _____ <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions. 701 E Broadway	
	6 City, state, and ZIP code Columbia, MO 65201	
7 List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
4	3	-	6	0	0	0	8	1	0

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 03/27/2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they