

BID FORM
LUMP SUM BID PROPOSAL
Turner Unified School District 202
December 01, 2022
General Construction for:

Combined Project for the:
Turner Elementary School Pre-K Classroom Remodel &
Turner Middle School Performing Arts Center Restroom Renovation

PROPOSAL OF: Combes Construction LLC
(Hereinafter called "Bidder"),

A CORPORATON* ORGANIZED AND EXISTING UNDER THE LAWS

OF THE STATE OF Kansas

A PARTNERSHIP* CONSISTING OF _____

AN INDIVIDUAL* TRADING AS _____

*Complete applicable designation.

TO: Turner Unified School District 202
Attn: Chris Crockett, Facilities and Grounds Supervisor
800 South 55th Street
Kansas City, KS 66106

1. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be completed and with consideration of all Bidding Documents (including the Instructions to Bidders, Plans and Specifications, General and Supplementary Conditions, the Standard Form of Agreement and the other Contract Documents), and coordinating the examined locations of the proposed work with the Contract Documents and considering the availability of labor and materials, hereby proposes and agrees to perform all General Construction work required to produce the intent of the project as therein defined. Additionally the undersigned agrees to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation services necessary to perform and complete the defined project in a workmanlike manner and according to the published schedule with all work required for the project following the strict conformance within the Instructions to Bidders and other Contract Documents (including

Addenda Nos. 1, through 3, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified (including any all assigned allowances for the project).

Provide two original copies of this bid form.

2. FOR BASE BID

The Lump Sum of (written) One million four hundred
seventy thousand
Dollars (\$ 1,407,000).

Broken down as follows (requested information not mandatory):

TES Pre-K Classroom Remodel \$ 1,061,000⁰⁰

TMS Performing Arts Center Restroom Renovation \$ 346,000⁰⁰

3. TAX EXEMPTION

This project shall be considered Tax Exempt. Federal, State and local taxes shall not be included with the Bid. Subsequent to the award of the construction contract, the Owner will obtain from the State of Kansas a sales tax exemption certificate number. The sales tax exemption certificate will permit the Contractor to purchase materials for incorporation into this project without paying sales tax, provided that the Contractor furnishes the certificate number to the material supplier.

4. CHANGES IN THE WORK

Changes in the work shall be as established in the Contract Documents. The following fees shall be used for lump sum pricing and actual cost pricing of additions and deletions to the work included in the Bid, Namely:

Not to Exceed

- | | | |
|----|--|-----|
| A. | To Contractor: work performed by his own forces | 10% |
| B. | To Contractor: work performed by other than his own forces | 5% |
| C. | To Subcontractor: work performed by his own forces | 10% |

- D. To Subcontractor: work performed by other than his own forces 5%

Percentages for overhead and profit will not be allowed on bond premiums.

5. ALTERNATES (none)

6. A. In the execution of the Agreement, no person shall on the grounds of race, color, religion, sex, disability, or national origin be excluded from full employment rights, be denied the benefits of, or otherwise subject to discrimination under any program, service or activity under the provisions of any and all applicable Federal and state laws against discrimination. Bidder shall furnish all information and reports required by the rules, regulations, and order of the Secretary of Labor for purposes of investigating to determine compliance with such laws.
- B. Bidder shall observe the provisions of the Kansas Acts Against Discrimination and shall not discriminate against any person in the performance of work under the Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
- C. In all solicitations or advertisements for employees, Bidder shall include the phrase, "equal opportunity employer", or similar phrase approved by the Owner.
- D. If bidder fails to comply with the provisions of K.S.A. 441031, bidder shall be deemed to have breached the Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
- E. If bidder is found guilty of a violation of the Kansas Acts Against Discrimination under a decision or order of Owner that has become final, bidder shall be deemed to have breached the present Agreement and it may be canceled, terminated, or suspended in whole or in part, by Owner.
- F. **Non-Discrimination:** Vendors agree that if awarded a contract under this invitation, they shall comply with the applicable provisions of the Federal Civil Rights Act of 1964 and all amendments thereto and all regulations issued there under by the Federal and State governments. If the contractor fails to comply with such acts and regulations, the School District shall have the right to immediately terminate this contract.

Compliance Report and Plan of Action for Contractors: Successful contractors may be required to fill out the "Compliance Report and Plan of Action for Contractors" Kansas Commission on Civil Rights, at time of award of contract. The executed form shall be filed with the Kansas Commission of Civil Rights for their record, in compliance with Kansas Act against Discrimination, K.S.A. 1972, Supp. 44-1030.

- G. Bidder shall include the provisions of paragraphs A through F above in every subcontract or purchase order so that such provisions shall be binding upon all subcontractors and vendors.
7. The undersigned hereby proposes and agrees to substantially and/or finally complete the work or segments of the work on or before the scheduled dates listed in Section 01010-Summary of Work, and to pay as liquidated damages the corresponding amount stipulated in Section 01010-Summary of Work for each consecutive calendar day thereafter that the work or segment of the work remains substantially and/or finally incomplete in accordance with the Contract Documents. This provision shall be applied, and the daily liquidated damages amount(s) shall be calculated separately as to each substantial and/or final complete date stated.
8. Accompanying the Bid is a Bid Security Deposit of at least 5% of the total bid amount of the Base Bid. Bid Security Deposit shall be in the form of a Bid Bond in the amount of 5% Dollars (\$5%), payable without condition to the Owner, which it is agreed shall be retained as liquidated damages for the delay and extra expense caused, if the undersigned fails to execute the Contract and furnish the bonds required by the Contract Documents, within the time stated in the Contract Documents.
9. In submitting the Bid, it is understood that the right to reject any and all bids has been reserved by the Owner and that this bid may not be withdrawn for a period of sixty (60) days from the opening.

Contractor's Representation

Each Vendor, by making his proposal, represents:

- 1) That they have read and understand the Drawings and Specifications.

- 2) That they have carefully examined all documents pertaining to the project's scope of work requirements, and shall provide and install in a professional manner, all materials, labor, equipment, freight, etc. resulting in the final intent of the project, as represented by the drawings and specifications.
- 3) As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110 –
 - a. The vendor certifies that it and its principals: Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
- 4) That they have visited the site, where the performance of the work is to occur and have familiarized themselves with all existing conditions of the scope of work.

Extension Errors

In the case of an obvious error in the extension of prices in a Bid Proposal the contractor may either honor the bid presented or the bid may be determined as unresponsive, and the bid will then be withdrawn.

Rejection of Proposals

The Vendor acknowledges the right of the School District to reject any or all proposals and to waive any formality or irregularity in any proposal received whenever such rejection or waiver, is considered to be in the best interest of the School District. The School District also reserves the right to reject the proposal of a contractor who has previously failed to perform properly or complete contracts of a similar nature on time, or the proposal of a contractor who is not qualified in the opinion of the School District, to perform within the proposal specification. The School District reserves the right to reject a proposal if the contractor failed to furnish any required bond or security, or to submit the data required by the proposal documents, or if the proposal is in any way incomplete/irregular.

Conflicting Terms

Whenever there is an apparent conflict between General Terms and the Specific Terms, the Specific Terms shall prevail.

Point of Delivery

All materials for this project should be shipped directly to the building where the performance of work is being conducted.

Payment

The Contractor must file a claim for payment by the 1st of the month prior to the second Board of Education meeting of the subsequent month. Payment will be made following approval by the Board of Education. 10% retainage will be held from the total balance of the overall cost until the project is complete and Owner's representative has approved.

Document Identification

Proposals must be submitted in a sealed envelope with the project name and opening date and time clearly indicated on the envelope. Proposals must be received prior to the opening date and time. If mailed, proposals must be received by the bid date and time indicated and shall be addressed to:

Turner Unified School District 202
Attn: Chris Crockett, Facilities and Grounds Supervisor
800 South 55th Street
Kansas City, KS 66106

The Turner School District shall accept no responsibility for the accidental premature opening or failure to open a proposal which is not identified as stated above.

Email Proposals: Not allowed

Permits

Plan Review Fee: By the Turner Unified School District 202. Building Permit and pick up from the City of Kansas City Kansas: Pay for as included within the base bid proposal, by the Awarded General Contractor.

Late Proposals

Late proposals will be rejected. The ultimate responsibility for the delivery of the proposal document lies with the General Contractor. The Turner School District shall make no concessions regarding postal service or any other form of conveyance of the proposal document even when timely delivery of the proposal fails through no fault of the General Contractor.

Amendments: Amendments or addendums to the project will be in writing.

SPECIFIC TERMS**Factory New**

All goods, products, materials, and equipment pursuant to this proposal shall be factory new and unused.

Safety Standards

Material must meet all federal, state, and local safety standards and specifications in effect at the time of production. In all cases, where conflict occurs, the more stringent provision or standard will apply.

Substitutions: Section 01 63 10

Warranty: Submitted proposals must include a one-year warranty on workmanship, and a two-year warranty on equipment, materials, and fixtures.

GENERAL**Delivery, Storage, And Handling**

- A. Storage and Protection:** The Contractor awarded this project is responsible for the protection of any materials, tools and/or equipment on site. The contractor shall hold harmless Turner USD 202 and/or employee, volunteer or representative.
- B. Hold Harmless:** The named group, person, or organization agrees to indemnify and hold harmless the Turner USD 202, its officers, agents, servants, board members, and employees from any and all liability of whatever kind of nature resulting from damage or injury to any person or property which occurs while such person, group, or organization is occupying or using its facilities or property.

Insurance:

A. The following minimum coverage shall apply to this contract:

- (a) Workers' compensation and employers' liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required.
- (b) General Liability: \$2,000,000.00 per occurrences.
- (c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.
- (d) The successful bidder must present to the Owner, prior to award, evidence of general liability insurance without any exclusionary clauses that would void the general liability coverage
- (e) Owner, Architect and Engineer shall be added as an additional insured.

Date this 1st day of December, 2022

Combes Construction LLC
Name of Bidder

6946 W 207th St. Bucyrus, KS 66013
Address of Bidder

[Signature]
Authorized Officer

President
Title

913-782-9400
Telephone Number

(Seal)

ATTESTED: [Signature]



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Combes Construction, LLC
6946 W 207th St
Bucyrus, KS, 66013

SURETY:

(Name, legal status and principal place of business)

RLI Insurance Company
PO Box 3967
Peoria, IL 61612-3967

OWNER:

(Name, legal status and address)

Turner Unified School District 202
800 S 55th St
Kansas City, KS, 66106

BOND AMOUNT: Five Percent of the Total Amount Bid (5%)

PROJECT:

(Name, location or address, and Project number, if any)

Combined Project for the Turner Elementary School Pre-K Classroom Remodel and Turner Middle School Performing Arts Center Restroom Restoration
1312 S 55th St, Kansas City, KS 66106
Project Number, if any:

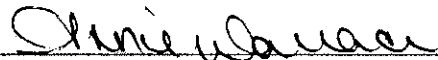
1800 S 55th St, Kansas City, KS 66106

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

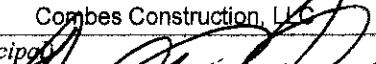
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of November, 2022


(Witness)


(Witness)

Combes Construction, LLC
(Principal)  (Seal)

(Title) Bryant Combes, President

RLI Insurance Company

(Surety)  (Seal)

(Title) Nicole M. Johnson, Attorney-In-Fact

Init.

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Rodney W. Paddock, Nicole M Johnson, Eric Dedovesh, jointly or severally

in the City of Lees Summit, State of Missouri its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of May, 2022.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis
Barton W. Davis Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 25th day of May, 2022, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 24th day of November, 2022.

By: Catherine D. Glover
Catherine D. Glover Notary Public

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick Corporate Secretary



Turner School District: Turner Elementary School Pre-K Classroom Remodel +
 Turner Middle School PAC Restroom Remodel
 Bid Tabulation . 1 December 2022
 KCA Project 02210

GENERAL CONTRACTOR	Bid Bond 5%	Addendum No. 1	Addendum No. 2	Addendum No. 3	LUMP SUM BASE BID	BASE BID BREAKDOWN		
						TES Pre-K Classroom Remodel	TMS PAC Restroom Remodel	
1 Bruner Contracting Company, LLC	X	X	X	X	\$1,670,000.00	\$1,300,000.00	\$370,000.00	
2 Centric Construction	X	X	X	X	\$1,729,862.00	\$1,238,615.00	\$491,247.00	
3 Combes Construction, LLC	X	X	X	X	\$1,407,000.00	\$1,061,000.00	\$346,000.00	
4 Forge Construction	X	X	X	X	\$1,649,307.00	---	---	
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