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## Project Proposal Sheet

January 11, 2023

**To: General Contractors**

**Number of pages including this page: 4**

**Re: TOPEKA METRO**

Thank you for the opportunity to offer our proposal for the subject project. Our pricing encompasses the following.

Scope of Work based on the drawings stamped 10-19- 22, in receipt of 0 addendums.

**A. Assumptions & Clarifications:**

1. Assume all work can be completed during normal work hours.
2. All conductors are copper as per drawings.
3. Include pad for transformer.
4. Include pad for ATO.
5. Include bollards as shown.
6. Include (9) empty 4" conduits from transformer to MSB.
7. Include (2) 4" conduits from power pole 1 to ATO.
8. Include (2) 4" bored in conduits from power pole 2 to ATO.
9. Include (2) 4" conduits from ATO to transformer.
10. Include (3) 4" conduits from transformer to MSB with copper wire as shown.
11. Assume owners is providing MSB and pad for MSB . EC to install.
12. Assume Evergy is supplying and installing pad mount transformer, ATO and new service power poles.

**B. Exclusions:**

1. Overtime.
2. MSB pad.
3. Permits and fees.
4. Controls and controls equipment.
5. Access control equipment, cameras , cable and programming and terminations.
6. Utility company charges and fees.
7. If excavation encounters rock , possible fees.
8. Site repairs due to trenching, excavation.
9. Pole bases and light bases .
10. Liquidated damages are excluded.
11. Concrete, concrete cutting , forming, painting, patching, and sealing roof penetrations.
12. Payment and performance bond.
13. Project specific personnel screening and testing.
14. Telephone, computer, security, intercom, and data cabling and equipment.
15. Trash removal beyond the construction site.

16. Cost associated with dealing with hazardous materials.

III. Pricing Summary

**BASE PROPOSAL**

**\$ 79,849.00**

Sincerely,



John Hoover

**Important Message:** This information is the sole property of McElroy Electric, Inc. and may not be copied, duplicated, or disclosed to others. This proposal is subject to the local Building Inspection Department approval of prints and specifications. The information contained in this communication is confidential, may be privileged, and is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any unauthorized use, distribution, dissemination, disclosure or copying of this communication is strictly prohibited and may be unlawful. If you have received this communication in error, please notify us by telephone immediately, and return the original message to us at the address listed in this communication via the Postal Service. This quotation is subject to change after 30 days.

Originated by: \_\_\_\_\_

Approved by: \_\_\_\_\_  
(Company)

Signed: \_\_\_\_\_  
(Authorized)

Date: \_\_\_\_\_

By signing this Proposal, it is agreed upon that McElroy Electric, Inc. shall promptly proceed with the work involved. Payment shall be promptly paid to McElroy Electric, Inc. for the amount specified in this proposal. Concerning work that differs from the original Scope, the cost of such work shall be determined on the basis of

reasonable expenditures and savings attributed to the change, including, in case of an increase in the contract sum, a reasonable allowance for overhead and profit.

McElroy Electric Inc. bid is prepared with the following language anticipated in the contract.

*To the fullest extent permitted by law, the Subcontractor shall hold harmless Contractor, Contractor's other subcontractors, Architect/Engineer, Owner and their agents, consultants and employees from all claims for bodily injury and property damage that may arise from performance of Subcontract Work, except to the extent caused by a party indemnified hereunder.*

*The Subcontractor agrees to procure and maintain all necessary Workers' Compensation, contractual liability, public liability and such other insurance as the Contractor may require. Any liability with regard to the Subcontractor shall be limited and subject to the terms, conditions and exclusions of said policies.*

*A copy of a current insurance certificate is attached.*

*Requests for additional insurance coverage, bonding, and/or assumption of liability may require additional fees to be paid by the Contractor or Owner in addition to the bid price.*

*Allowing McElroy Electric, Inc. (known as Subcontractor), to commence work or preparation for work will constitute acceptance by the recipient of this bid proposal (known as Contractor). Subcontractor and Contractor will execute an American Institute of Architect's A401-2007 subcontract form to memorialize their agreement, supplemented and modified as provided by this bid proposal which shall be incorporated by reference into the final subcontract. McElroy Electric, Inc. has no contractual obligations to anyone other than the Contractor and did not determine the financial ability of the owner to pay McElroy Electric, Inc. Additionally, McElroy Electric, Inc. will not rely on the Owner for payment, but the Contractor. In the event of any conflict between the terms of this bid proposal and any other documents stating terms of the final subcontract, this bid proposal shall govern.*



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2017

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

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

<b>PRODUCER</b> CA#0H64724 1-913-982-3650 <b>IMA, Inc. (NE Kansas Division)</b>  51 Corporate Woods 9393 W. 110th Street, Suite 600 Overland Park, KS 66210  <b>INSURED</b> <b>McElroy Electric, Inc.</b>  3300 SW Topeka Blvd  Topeka, KS 66611	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): <b>FAX (A/C, No): 913-982-3495</b> <b>E-MAIL ADDRESS:</b> lynne.cox@imacorp.com <b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> CINCINNATI INS CO 10677 <b>INSURER B:</b> Cincinnati Insurance Company <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>
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**COVERAGES** **CERTIFICATE NUMBER: 51605865** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 PD Ded  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ENP0224845	01/01/18	01/01/19	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EBA0224845	01/01/18	01/01/19	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ENP0224845	01/01/18	01/01/19	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	EWC0418828	01/01/18	01/01/19	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

### CERTIFICATE HOLDER

\*Sample Certificate\*

Current coverages available if required by contract  
 Kansas City, KS 66210

USA

### CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD 25 (2014/01)  
dewey  
51605865

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**BUY AMERICA CERTIFICATION**

Proposer will certify either compliance or non-compliance, not both. This certification must be submitted with the proposer's response.

**Certificate of Compliance with 49 USC 5323(j)**

The bidder hereby certifies that it will meet the requirements of 49 USC 5323(j), and the applicable regulations in 49 CFR Part 661 and any amendments thereto.

Signature: \_\_\_\_\_



Name & Title: CHRIS FAULK PRESIDENT

Company: MCELROY ELECTRIC

Date: 1-12-23

**Certificate of Non-Compliance with 49 USC 5323(j)**

The bidder hereby certifies that it cannot comply with the requirements of 49 USC 5323(j) and 49 CFR 661.5, but it may qualify for an exception pursuant to 49 USC 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Signature: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

**DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION**

This contract is subject to the requirements of 49 CFR Part 26, *Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs*. The national goal for participation of Disadvantaged Business Enterprises (DBE) is 10%. Metro's overall 2019-2022 goal for DBE participation is 2.00%; the race neutral goal is 1.12%, and the race conscious goal is 0.88%. There is no contract goal for this procurement.

The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of this DOT-assisted contract. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as Metro deems appropriate. Each subcontract the contractor signs with a subcontractor must include the assurance in this paragraph (see 49 CFR 26.13(b)).

The contractor is required to pay its subcontractors performing work related to this contract for satisfactory performance of that work no later than 30 days after the contractor's receipt of payment for that work from Metro.

The contractor may not hold retainage from its subcontractors.

The contractor must promptly notify Metro, whenever a DBE subcontractor performing work related to this contract is terminated or fails to complete its work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. The contractor may not terminate any DBE subcontractor and perform that work through its own forces or those of an affiliate without prior written consent of Metro.

Signature:



Name & Title: CHRIS FAULK PRESIDENT

Company: MCELROY ELECTRIC

Date: 1-12-23

**FLY AMERICA CERTIFICATION**

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

Signature: \_\_\_\_\_



Name and Title: CHRIS FAULK PRESIDENT

Company Name: MCELROY ELECTRIC

Date: 1-12-23

### LOBBYING CERTIFICATION

The undersigned contractor certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. See 49 CFR 20.100.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. [Note: Pursuant to 31 USC 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure or failure. See 49 CFR 20.400.]

The undersigned contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 USC 3801, et seq, apply to this certification and disclosure, if any.

Signature: \_\_\_\_\_



Name and Title: CHRIS FAULK PRESIDENT

Company Name: MCELROY ELECTRIC

Date: 1-12-23

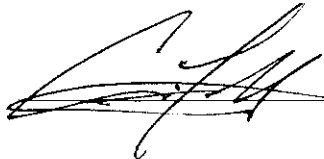


**NON-COLLUSION CERTIFICATION**

This is my sworn statement to certify that this proposal was not made in the interest of or on behalf of any undisclosed entity. This proposal is not collusive.

This proposer has not been a party to any agreement or collusion in restraint of freedom of competition by agreement to bid a fixed price, to refrain from bidding, or otherwise. This proposer has not, directly or indirectly, by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of Topeka Metropolitan Transit Authority, or of any proposer, or anyone else interested in the proposed contract.

Signature:



Name & Title:

CHRIS FAULK PRESIDENT

Company:

MCELROY ELECTRIC

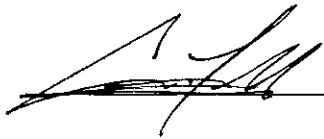
Date:

1-12-23

**SEISMIC SAFETY CERTIFICATION**

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41 and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract, including work performed by a subcontractor, will be in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

Signature:



Name & Title:

CHRIS FAULK PRESIDENT

Company:

MCELROY ELECTRIC

Date:

1-12-23

**SUSPENSION / DEBARMENT CERTIFICATION**

**In regard to 2 CFR Parts 180 and 1200**

In accordance with 2 CFR Parts 180 and 1200, the contractor is required to verify that none of its principals or affiliates:

- 1) is included on the federal government's suspended and debarred list;
- 2) is proposed for debarment, declared ineligible, voluntarily excluded or disqualified;
- 3) within three years preceding this proposal, has been convicted of or had a civil judgment rendered against them for (a) commission of fraud or criminal offense pertaining to performing a public transaction, (b) violation of any federal or state antitrust statute, or (c) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- 4) is indicted or charged by a governmental entity for any of the charges in 3) above; and
- 5) has had any public transaction terminated for cause or default within three years preceding this proposal.

The contractor is required to include this requirement in any subcontracts related to this contract.

By signing and submitting its proposal, the proposer certifies that the certification in this clause is a material representation of fact relied upon by Metro. If it is later determined that the proposer knowingly rendered an erroneous certification, in addition to remedies available to Metro, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The proposer agrees to verify that none of its principals or affiliates is included on the federal government's suspended and debarred list at any time throughout the period of this contract. The proposer further agrees to include a provision requiring the same compliance in its subcontracts related to this contract.

Signature: \_\_\_\_\_



Name and Title: CHRIS FAULK PRESIDENT

Company Name: MCELROY ELECTRIC

Date: 1-12-23

**WAGE RATES AND FRINGES CERTIFICATION**  
**Davis-Bacon Requirements**

The undersigned, being duly authorized to sign and act for the proposer, hereby certifies that all parties involved in the Project as specified in this RFB will pay wage rates and fringes in accordance with the Davis-Bacon requirements, and in conformance with the appropriate US Department of Labor decision.

Signature:



Name & Title: CHRIS FAULK      PRESIDENT

Company: MCELROY ELECTRIC

Date: 1-12-23

**PRICE QUOTE**

Proposer: MCELROY ELECTRIC

Item	Description	Quantity	Unit	Unit Price	Total Amount
1	Pavement Removal		SY		
2	Concrete Pads	2	SY	3200/3400	6,600
3	4" Aggregate Base – Type AB-3		SY		
4	Concrete Sidewalk		SF		
5	Integral Curb		LF		
6	Sodding		LS		
7	Traffic Control		LS		
8	Construction Staking		LS		
9	Temporary Erosion Control		LS		
10	Retaining Wall		LF		
11	Earthwork		LS		
12	Permit		LS		
13	Conduits	1368'	LS	9.12	12,476
14	Rebar		LS		
15	Conductors	694'	LS	10.27	7,130
16	Bollards	9	LS	275	2475
17					
18					
Total					28,681.00

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.

**PRICE QUOTE SUMMARY**

Proposer: MCELROY ELECTRIC

Equipment and Materials	<u>37,566.00</u>
Labor	<u>30,306.00</u>
Profit	<u>11,977.00</u>
Total Bid Price	<u>79,849.00</u>

Topeka Metro is tax exempt and will obtain a Project Exemption Certificate from the Kansas Department of Revenue. Do not include sales tax in your proposed price.