

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION

SECTION 004123 - BID PROPOSAL FORM

BID PROPOSAL FORM

TO: Republic BUILDS
Attn: Jared Keeling, Director
Republic Community Center
711 E. Miller Rd.
Republic, Missouri 65738

FROM: WESTPORT CONSTRUCTION CO

(Name of Bidder)

1006 CLARK ST

(Address of Bidder)

CLINTON MO 64735

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION:

The undersigned, as Bidder, hereby declares that the only person, or persons interested in the bid as principal or principals, is or are, named herein and that no other person than therein mentioned has any interest in this bid or in the Contract to be entered into; that this bid is made without connection with any other person, company or parties, making a bid, and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he has examined the site of the work and informed himself fully in regard to all conditions pertaining to the place where the work is to be done; that he has examined the Drawings and Specifications for the Work and Contractual Documents relative thereto and that he has satisfied himself relative to the Work to be performed.

The Bidder proposes and agrees, if this bid is accepted, to Contract with the **City of Republic, Missouri / Republic Builds** (Owner), furnishing thereby all services, labor, and material to complete the construction and described requirements of the Drawings, Specifications, and Contractual Documents.

In submitting this bid, it is understood that the right is reserved by **Republic Builds** to reject any and all bids and it is agreed that the **bids may not be withdrawn for a period of thirty (30) days** from the specified time for receipt and opening bids.

Accompanying the bid is a certified or cashier's check or acceptable **bid bond** in the amount of 5% Dollars (\$ 5%),

for five percent (5%) of the maximum amount of this bid, payable to **Republic Builds**, which, in accordance with the provisions in the Instructions to Bidders, it is agreed shall be retained as liquidated damages by **Republic Builds** if the undersigned fails to execute the contract in conformity with the form of contract incorporated in the contract documents and furnish bonds as specified within ten (10) days after notification of award of the contract to the undersigned.

It is agreed that the Bidder shall utilize the Subcontractors specified on the list of Subcontractors attached hereto and a part hereof.

Pursuant to Section 107.170, RSMo., if the total cost of the project is estimated to exceed \$50,000.00, the successful Bidder shall execute a Performance and Maintenance Bond and a Labor and Materials Payment Bond with surety, approved by the City and on forms approved by the City, each bond shall be in the amount of the total project cost, conditioned upon the full and faithful performance of all major terms and conditions of the IFB and payment of all labor and material supplies.

It is agreed that the Bidder shall acquire and maintain all insurances required by the contract documents within ten days after date of Notice of Award by **Republic Builds**.

It is agreed that the Bidder shall sign the **Republic Builds** standard form of contract within ten days after date of Notice of Award by the **Republic Builds**.

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If the Bidder is a transient employer (out-of-state employer who temporarily transacts business in the State of Missouri), then by signature hereto, the Bidder certifies that it has complied with all requirements of RSMo Section 285.230-234.

Dated this ____ day of _____, 20__.

Receipt of the following Addenda to the Contract Documents is acknowledged:

Addendum No. 1, Dated 1/25/2024 ;
Addendum No. _____, Dated _____ ;
Addendum No. _____, Dated _____ ;

BASE BID PROPOSAL: Bidder agrees to perform all related Work of the Plans and Specifications and as stated in "Section 011000 – Summary of Work" for the sum of:

Two Hundred Fifty-Four Thousand Dollars and no Cents

(\$ 254,000.00).

The amount shall be shown in both words and figures, the amount in words shall govern.

PROJECT 1 OFFICE ADDITION COMPLETION DATE (ADD ALTERNATE NO. 1): The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 89 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on May 6**, **2024 and Final Completion by May 20**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project's Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

PROJECT 2 MILLER PARK RESTROOMS COMPLETION DATE: The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 89 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on May 6**, **2024 and Final Completion by May 20**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project's Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

PROJECT3 AQUATIC CENTER ENTRY MODIFICATIONS COMPLETION DATE: The bidder, if awarded the contract, hereby agrees to begin work under this Contract within 10 calendar days of the written notice to proceed from the Owner, or on/around Feb 7, **2024**, (or on a date determined convenient by the Owner), and to establish Substantial Completion no later than 63 Calendar Days from the Notice to Proceed (but in no case later than **Substantial Completion on Apr 10**, **2024 and Final Completion by Apr 25**, **2024**). The bidder recognizes that liquidated damages as described in the General & Supplementary Conditions will be assessed for missing the project's Substantial Completion Date except as may be modified per Contract Modification procedures; see Instructions to Bidders 000100.

ALTERNATES:

The base bid may be changed in accordance with any or all of the following Alternate Bids as Owner may direct. There is no hierarchy associated with the numbering of alternates and each may be selected in any order or combination, non-exclusive of each other. These Alternates includes all trades required for description of work. So specific indications for "Alternates" are not identified for every single component of this Alternate; refer to plans for extent of work.

ADDITIONS AND MODIFICATIONS FOR: REPUBLIC PARKS & RECREATION

BID ALTERNATE #1:

Bidder shall break out the complete price for Project 1 Republic Community Office Addition.

Two Hundred Twenty-Three Thousand Dollars and no Cents

(\$223,000.00).

LIQUIDATED DAMAGES: Time of completion of the Project by the Successful Bidder is of the essence. Should the Successful Bidder fail to complete the Project within the time specified in the governing contract/schedule, without express authorization by the City allowing for an extension of time to completion, the Successful Bidder shall be liable to the City in the amount of \$500 per day for each and every calendar day the Project remains uncompleted, as liquidated damages, and not as a penalty, it being stipulated and agreed that the actual damages to the City arising from the Successful Bidder's failure to timely complete the Project would be difficult, if not impossible, to reasonably ascertain. Assessment of liquidated damages will not relieve the Successful Bidder, or its surety/ies, of any responsibility or obligation under the Contract.

CONDITIONS:

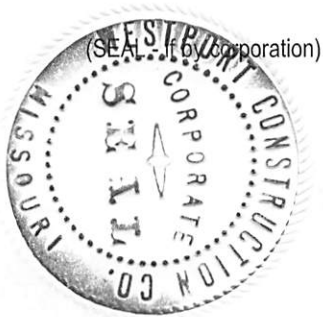
The above bid shall include all labor, materials and/or services required to do the work as well as profit, overhead, bond premium, etc., to totally cover the finished work called for, all in accordance with the Drawings, Specifications, and other Contract Documents.

The above project is exempt from sales tax and Bidder agrees that no sales tax has been included for materials purchased for this project. The Owner will provide a Missouri Project Exemption Certificate for the Contractor's use during the Project.

Bidder agrees to follow the Missouri Prevailing Wage Law for all labor utilized in the construction of the project. Prior to beginning of any work, contractor will provide the owner with the following information on each subcontractor to be used on the project: Name, Address, City, State, Zip, Phone Number, E-mail Address, Type of Craftsmen Needed by Project, and the Scope of Work to be performed.

Bidder agrees that this proposal shall remain valid and may not be withdrawn for a period of thirty (30) calendar days after the scheduled opening of bids.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.



(Seal of Corporation)

Respectfully submitted,

JOHN HUNTER, VP

Business Address
1006 CLARK ST

CLINTON MO 64735

Bidder License No. 00101755

Date 1/30/24, 202X

By *[Signature]*

Title VICE PRESIDENT

END OF SECTION

List of Subcontractors

DATE: 1/30/24

PROJECT: Additions & Modifications for

PROJECT #: BKD-2869

Republic #1 Community Center (ADD- Alt #1)

#2 Miller Park Restrooms

#3 Aquatic Center

ARCHITECT: Buxton Kubik Dodd

3100 S. National Ave. Suite 300

Springfield, MO 65807

CONTRACTOR:

Westport Construction Co.

1006 Clark Street, Clinton MO 64735

660-885-2231

SUBCONTRACTOR

Name	Address	Scope
Westport Construction Co	Clinton MO	Walls, concrete
Britton & Son*	Buffalo Mo	Mason
Thornton*	Marshfield Mo	Mason
** Mason will depend on if Alternate is chosen.		
Watkins Roofing	Springfield MO	Metal Panels
Springfield Glass Co	Springfield MO	Glass & Glazing, Alum
Ron Miller	Springfield MO	Doors & hardware
Desco	Olathe Ks	Epoxy Floors
Poindexter	Springfield MO	HVAC
Sharp Mechanical	Walnut Grove MO	Plumbing
Kel Tech	Deepwater Mo	Electrical

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Westport Construction Co., Inc.
1006 Clark Street
Clinton, MO 64735

SURETY:

(Name, legal status and principal place of business)

Western Surety Company
151 N. Franklin Street
Chicago, IL 60606
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Republic Parks & Recreation
711 East Miller Road
Republic, MO 65738

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT:

5%

Five Percent of Amount Bid

PROJECT:

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

Additions and Modifications for Republic Parks & Recreation; #1 - Community Center, #2 - Miller Park Restrooms, #3 - Aquatic Center

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 of 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 30th day of January, 2024.

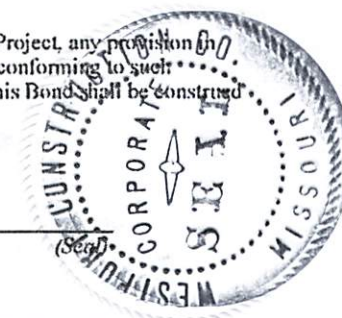
(Witness)

Westport Construction Co., Inc.

(Principal)

By:

(Title)



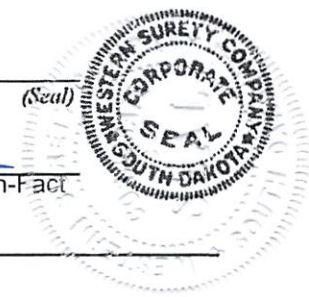
(Witness)

Western Surety Company

(Surety)

By:
(Title) Tessa R. Turner Attorney-in-Fact

(Seal)



Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint Tessa R. Turner, Individually of Kansas City, MO, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No: Bid Bond
Principal: Westport Construction Co., Inc.
Obligee: Republic Parks & Recreation

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 10th day of January, 2024.



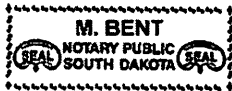
WESTERN SURETY COMPANY

Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 10th day of January, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation, that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026



M. Bent
M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 30th day of January, 2024.



WESTERN SURETY COMPANY

Paula Kolsrud
Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. 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, and 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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.