

SECTION 004200 - BID PROPOSAL

PART 1- GENERAL

1.1 DECLARATION OF BID PROPOSAL

- A. Proposal of Gunter Construction Company (hereinafter called "Bidder"), organized and existing under the laws of the State of Kansas, doing business as (a corporation) / (a partnership) / (an individual) (circle one) to the Board of Education, Raytown Quality Schools of Raytown, Missouri (hereinafter called "Owner").

1.2 BID PROPOSAL

- A. In compliance with your Advertisement for Bids, Bidder hereby proposes to perform all work for the Raytown Quality Schools 2023 Building Upgrades in strict accordance with the Contract Documents, within the time set forth herein and at the prices stated below. Bidder should propose on individual base bids for specific project locations as noted below. Owner will award contract per individual base bid.

- B. The Bidder hereby understands that time is of the essence on this project and is aware of the following critical completion dates:

| | SUBSTANTIAL COMPLETION | FINAL COMPLETION |
|--|-----------------------------------|-----------------------------|
| Raytown 2023 Building Upgrades, Three Trails Early Education | August 9, 2023 | August 16, 2023 |

- C. The Bidder hereby understands that Liquidated Damages for the delay in completions shall be **\$1000.00** per calendar day.
- D. By submission of this Bid, each Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.
- E. Bidder acknowledges receipt of the following ADDENDA: #1 - 2/27/2023.
- F. The undersigned, having familiarized itself with local conditions affecting the cost of the work at the place where the work is to be done and with 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 having examined the location of the proposed work and considered the availability of labor and materials, hereby proposes and agrees to perform everything required to be performed, and to provide and furnish any and all labor, materials, supervision, necessary tools, equipment, and all utility and transportation service necessary to perform and complete in a workmanlike and timely manner all of the work required for the project, all in strict conformance with the Instructions to Bidders and other Contract Documents (including Addenda noted above, the receipt of which is hereby acknowledged), for the lump sums hereinafter specified.

1.3 BASE BID:

- A. Bidder agrees to perform all the work described in the Contract Documents for Raytown Quality Schools 2023 Building Upgrades for the lump sum total of:
- B. Two-hundred sixty-six thousand Dollars and Zero cents.
- C. \$ 266,000.00.

1.4 AMOUNTS FOR UNIT PRICES:

- A. Bidder propose to base adjustments in the Contract Sum, if ordered by Architect during the Contract Time, on the unit prices listed below. These prices constitute full compensation or credit for the complete provision and installation for each item listed based solely on Work in place. The Unit Prices as stated include all necessary appurtenances and connections required to complete the Work in place, insurance, overhead, profit, and

superintendence.

| | | |
|--|----------|--------|
| Unit Price 01: EdgeMill and Overlay | \$ 32.00 | / (SF) |
| Unit Price 02: Full Depth Asphalt Repair | \$ 20.00 | / (SF) |
| Unit Price 03: Concrete Curb Removal and Replacement | \$ 75.00 | / (LF) |
| Unit Price 04: Synthetic Playground Turf Type 1 | \$ 35.00 | / (SF) |
| Unit Price 05: Synthetic Playground Turf Type 2 | \$ 45.00 | / (SF) |

1.5 COMPLETION OF THE WORK

- A. If we are notified of the acceptance of the Base Bid of this Proposal within **ninety (90) days** after the above date, we agree to execute a Contract for the above Work, for the above stated compensation in the form of the Standard Agreement Between Owner and Contractor, AIA Document A101-2017, of the American Institute of Architects, as modified by Owner.

1.6 TAX EXEMPTION:

- A. 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 School District will obtain from the State of Missouri , 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.

1.7 CHANGES IN THE WORK:

- A. Changes in the Work shall be as established in the Contract Documents. The Undersigned agrees that his net fees shall set forth below, include Overhead, Profit, and General Requirements (including but not limited to; insurance and bonds.) The following fees shall be used for Lump Sum pricing and actual cost pricing of additions and deletions to that work included in the Bid, namely:

| | Profit & Overhead | Not To Exceed |
|--|-------------------|---------------|
| To Contractor for work performed by his/her own forces. | 10 % | 10% |
| To Contractor for work performed by other than his/her own forces. | 5 % | 5% |
| To Subcontractor for work performed by his/her own forces. | 10 % | 10% |
| To Subcontractor for work performed other than his/her own forces. | 5 % | 5% |

1.8 SUBCONTRACTORS

- A. The bidder hereby certifies that the following subcontractors will be used in the performance of the work on each or both projects. ALL General Contractors MUST furnish a copy of their proposed Sub-Contractor List by 4:00 PM CDT on bid day to be considered as valid. If not submitted at the time of Bidding, the list may be delivered, emailed (_____) to the A/E offices, but must be received by no later than the time listed above.

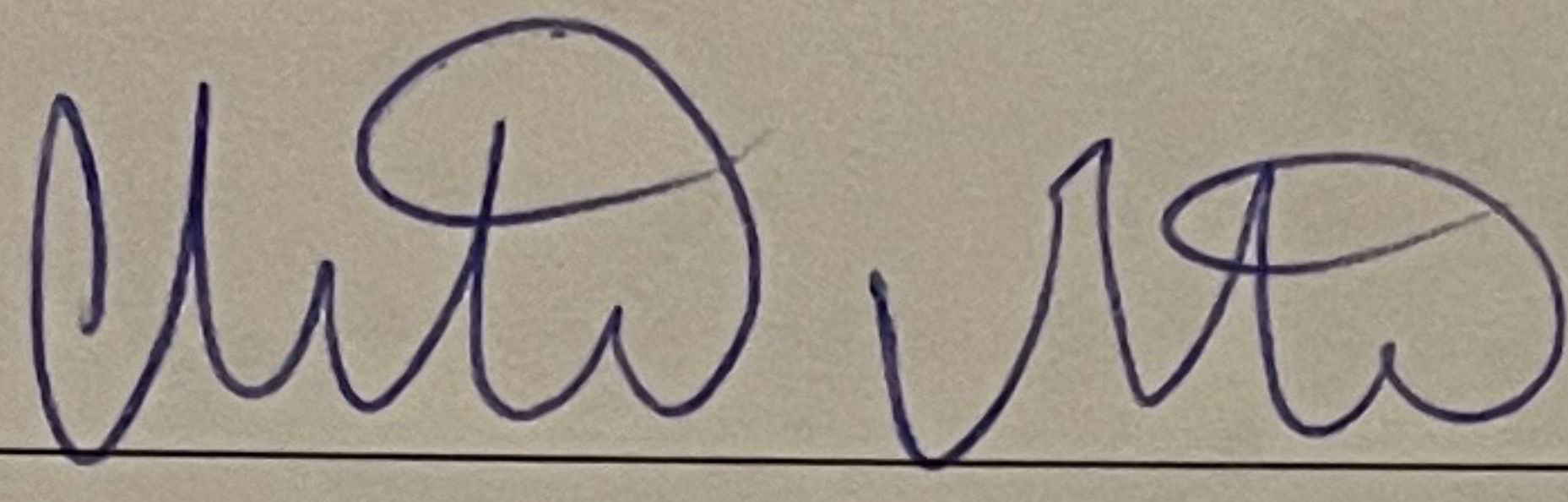
1.9 BID SECURITY

- A. Bidders whose Bid includes both labor and materials and whose Base Bid amount is \$5,000.00 or greater, agrees to and has attached hereto a Bid Bond for the amount of five percent (5%) of the amount of the Bid submitted.
- B. This Bid Security is to be left in escrow with the Architect. If the Undersigned defaults in executing the Agreement within three (3) days of written notification of the award of the Contract to him, or in furnishing the Performance Bond within fourteen (14) days thereafter, the Bid Security will become the property of the Owner and will be delivered to him by the Architect. If the Undersigned executes and delivers the Agreement and Bond within the time specified, or if the Base Bid of this Proposal is not accepted within sixty (60) days of the time set for submission of Bids, the Bid Security shall be returned to the Contractor upon delivery of a receipt therefore.
- C. If the Undersigned defaults in executing and delivering the above-named Agreement and the required performance Bond, the Owner would sustain liquidated damages for five percent (5%) of the amount of the Bid submitted, the measure of which is the amount of the accompanying Bid Bond, Certified Check, or Cashier's Check, payable to "Raytown Quality Schools".

1.10 ACKNOWLEDGEMENTS

- A. The undersigned further acknowledges that the he has familiarized himself with local conditions affecting the cost of the work at each place where the work is to be done.
- B. In submitting this bid, the undersigned agrees:
 - 1. To furnish all material, labor, tools, expendable equipment, and all utility and transportation services necessary to perform and complete, in a workmanlike manner, all the work required in accord with the bid documents.
 - 2. To hold this bid open for **ninety (90) days** after the receipt of bids and to accept the provisions of the instructions to bidders regarding disposition of bid security.
 - 3. To commence the work upon receipt of Notice to Proceed, and to substantially complete the work not later than the dates set forth on the Invitation to Bid. (see specifications)
 - 4. To accept the assessment of liquidated damages as noted for each calendar day following the substantial completion dates listed above. (see specifications)
 - 5. All materials to be non-proprietary, as specified, or approved equal as noted in specifications.
- C. In submitting this bid, it is understood that the right to reject any and all bids and to waive irregularities in this bidding has been reserved by the Owner.

1.11 SIGNATURES

- A. Signature: 
- B. Printed Name: Christina Gunter
- C. Title: President
- D. Company Name: Gunter Construction Company
- E. Address: 520 Division Street, Kansas City, KS 66103
- F. Phone: 913.362.7844
- G. Email: Christina@gunterkc.com
- H. Seal: - (if BID is by a corporation)

