

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned,
Sporer Land Development, Inc. as Principal, and
Liberty Mutual Insurance Company as Surety, are
hereby held and firmly bound unto Thomas County, Kansas as OWNER in the penal sum
Five Percent (5%) of the Total Amount
of of the Bid for the payment of which, well and truly to be made, we
hereby jointly and severally bind ourselves, successors and assigns.

The condition of the above obligation is such that whereas the PRINCIPAL has
submitted to Thomas County, Kansas a certain BID, attached hereto and hereby made a
part hereof to enter into a contract in writing, for KDOT PROJECT NO. 97 KA-4772-01,
RECONSTRUCTION OF COUNTRY CLUB DRIVE

NOW, THEREFORE:

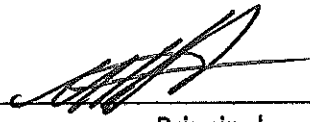
- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a
contract in the Form of Contract attached hereto (properly completed in
accordance with said BID) and shall furnish a BOND for his faithful
performance of said contract, and for the payment of all persons
performing labor or furnishing materials in connection therewith, and
shall in all other respects perform the agreement created by the
acceptance of said BID

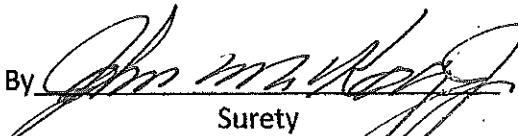
Then this obligation shall be void, otherwise same shall remain in force and effect; it
being expressly understood and agreed that the liability of the Surety for any and all
claims hereunder shall, in no event, exceed the penal amount of this obligation as
herein stated.

Surety, for value received, hereby stipulates and agrees that the obligations of said Surety under this BOND shall in no way be impaired or affected by any extension of the time within which the OWNER may accept said BID; and said Surety does hereby waive notice of any such extension.

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

SIGNED and SEALED this 30th day of April, 2021.
Sporer Land Development, Inc. Liberty Mutual Insurance Company

By 
Principal

By 
Surety

Mark Hubert
Typed/Printed
Corp. Secretary
Title

John M. Koger, Jr.
Typed/Printed
Attorney-in-Fact
Title



This Power of Attorney limits the acts of those named herein, and they have authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8204972-973730

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, John M. Koger Jr

all of the city of Topeka state of KS each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 5th day of March, 2021.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 5th day of March, 2021 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 26, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2021.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

BID

Proposal of Sporer Land Development, Inc. (hereinafter call "BIDDER"), organized and existing under the laws of the State of Kansas doing business as Sporer Land Development, Inc., To Thomas County, (hereinafter called "OWNER").

The BIDDER hereby proposes to perform all WORK for the construction of KDOT PROJECT NO. 97 KA-4772-01 RECONSTRUCTION OF COUNTRY CLUB DRIVE in strict accordance with the CONTRACT DOCUMENTS for the Contract Price and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of the CONTRACT DOCUMENTS.

By submission of this BID, each BIDDER certifies, and in case of a joint BID each party thereto certifies as to his 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.

BIDDER hereby complete all work necessary to open the project to unrestricted traffic on or before December 31, 2021, as the contract documents require. If the Contractor fails to complete all work necessary to open the project to unrestricted traffic on or before December 31, 2021, the Contractor shall be liable for liquidated damages. Excluding Sundays and Legal Holidays, the liquidated damages charged and owing shall be one thousand five hundred dollars (\$1,500.00) per day for each calendar day, or part thereof, that the project is not open to unrestricted traffic after December 31, 2021.


The Contractor shall complete all remaining, unfinished contract pay items, subsidiary items, incidental work, final cleanup, permanent seeding, and final punch list on or before January 28, 2022.

If all remaining, unfinished contract pay items and all subsidiary items, incidental work, final cleanup, permanent seeding, and final punch list are not completed on or before January 28, 2022, the Contractor shall be liable for liquidated damages.

Excluding Sundays or Legal Holidays, the liquidated damages charged and owing shall be seven hundred fifty dollars (\$750.00) per day for each calendar day, or part thereof, that all work on the project is not complete on or before January 28, 2022.

If at any time after December 31, 2021, the Contractor obstructs the unrestricted traffic flow in order to perform any work, the Contract shall be liable for liquidated damages. Excluding Sundays and Legal Holidays, the liquidated damages charged and owing shall be one thousand five hundred dollars (\$1,500.00) per day for each calendar day, or part thereof, that the project is not open to unrestricted traffic after December 31, 2021.

BIDDER acknowledges receipt of the following ADDENDUM:

Addendum No. 1 Dated April 27, 2021 

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sums:

KDOT PROJECT NO. 97 KA-4772-01 RECONSTRUCTION OF COUNTRY CLUB DRIVE
THOMAS COUNTY, KANSAS
BID SCHEDULE

NOTE: BIDS shall be exempt of Kansas Sales Tax.

NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
COMMON ITEMS					
1	Removal of Existing Structures	LSUM	LSUM	9000 ⁻	9000 ⁻
2	Field Office and Laboratory (Type C)	1	EACH	5450 ⁻	5450 ⁻
3	Mobilization	LSUM	LSUM	205,700 ⁻	205,700 ⁻
4	Foundation Stabilization (Set Price)	1	CUYD	\$40.00	\$40.00

NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
5	Mailbox Installation (Set Price)	2	EACH	\$140.00	\$280.00
6	Contractor Construction Staking	LSUM	LSUM	32,000 [′]	32,000 [′]
7	Monument Box	2	EACH	475 [′]	950 [′]
8	Flagger (Set Price)	1	HOUR	\$25.00	\$25.00
ROAD ITEMS					
9	Clearing and Grubbing	LSUM	LSUM	18,000 [′]	18,000 [′]
10	Common Excavation	7118	CUYD	27.50	195,745 [′]
11	Rock Excavation	4037	CUYD	31.50	127,165.50
12	Compaction of Earthwork (Type AA) (MR-5-5)	2978	CUYD	16.50	49,137 [′]
13	Water (Grading) (Set Price)	1	MGAL	35.00	35.00
14	Cross Road Pipe (4.0 Sq.Ft.) (RCPHE)	61	LNFT	125 [′]	7625 [′]
15	Cross Road Pipe (3.0 Sq.Ft.) (RCHPE)	228	LNFT	105 [′]	23,940 [′]
16	Entrance Pipe (3.0 Sq.Ft.) (RCHPE)	80	LNFT	105 [′]	8400 [′]
17	Entrance Pipe (1.5 Sq.Ft.) (CSMAC)	244	LNFT	60 [′]	14,640 [′]
18	End Section (4.0 Sq.Ft.) (RCHE)	1	EACH	1300 [′]	1300 [′]
19	End Section (3.0 Sq.Ft.) (RCHE)	10	EACH	1100 [′]	11,000 [′]
20	End Section (1.5 Sq.Ft.) (CSMA)	10	EACH	205 [′]	2050 [′]
21	End Section (15") (CS)	1	EACH	200 [′]	200 [′]
22	Flowable Fill (Low Strength)	22	CUYD	110 [′]	2420 [′]
23	Inlet (Type 22 Curb)	1	EACH	5000 [′]	5000 [′]

NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNITS	UNIT PRICE	TOTAL PRICE
24	Inlet (Manhole) (Special)	1	EACH	5000 ⁻	5000 ⁻
25	Storm Sewer (15") (PVC)	198	LNFT	40 ⁻	7920 ⁻
26	Aggregate Ditch Lining	12	TONS	90	1080 ⁻
27	Temporary Surfacing Material (Aggregate) (Set Price)	1	CUYD	\$35.00	\$35.00
TEMPORARY PROJECT WATER POLLUTION CONTROL- SOIL EROSION					
28	Temporary Fertilizer (16-20-0)	750	LBS	2 ⁻	1500 ⁻
29	Temporary Seed (Canada Wildrye)	100	LBS	10.50	1050 ⁻
30	Temporary Seed (Grain Oats)	225	LBS	4.50	1012.50
31	Temporary Seed (Sterile Wheatgrass)	225	LBS	8.50	1912.50
32	Soil Erosion Mix	19.1	LBS	35 ⁻	668.50
33	Erosion Control (Class 2, Type E)	1728	SQYD	3 ⁻	5184 ⁻
34	Sediment Removal (Set Price)	1	CUYD	\$35.00	\$35.00
35	Temporary Berm (Set Price)	1	LNFT	\$1.00	\$1.00
36	Biodegradable Log (20")	200	LNFT	14 ⁻	2800 ⁻
37	SWPPP Design	LSUM	LSUM	1000 ⁻	1000 ⁻
38	SWPPP Inspection	20	EACH	450 ⁻	9000 ⁻
39	Water Pollution Control Manager	30	EACH	50 ⁻	1500 ⁻
40	Mulching	14	TON	340 ⁻	4760 ⁻
41	Water (Erosion Control) (Set Price)	1	MGAL	\$35.00	\$35.00

CONCRETE SURFACING ITEMS					
42	Concrete Pavement (9" Uniform) (AE) (NRDJ)	22134	SQYD	78 ⁻	1,726,452. ⁰⁰
43	Concrete Pavement (7" Uniform) (AE)	1606	SQYD	68 ⁻	109,208 ⁻
44	Curb and Gutter, Combined (AE)	953	LNFT	38 ⁻	36,214 ⁻
45	Slope Drain (Special)	20	LNFT	160 ⁻	3200 ⁻
46	Aggregate Base (AB-1) (6")	25186	SQYD	14.50	365,197. ⁰⁰
47	Water (Aggregate Base) (Set Price)	1	MGAL	\$35.00	\$35.00
48	Aggregate Shoulder (AS-1) (6")	3765	SQYD	15.70	59,110.50
49	Water (Aggregate Shoulder) (Set Price)	1	MGAL	\$35.00	\$35.00
PAVEMENT MARKING ITEMS					
50	Pavement Marking (Patterned Cold Plastic) (White) (4")	9326	LNFT	3.10	28,910.60
51	Pavement Marking (Patterned Cold Plastic) (White) (6")	930	LNFT	4.85	4510.50
52	Pavement Marking (Patterned Cold Plastic) (Yellow) (4")	14129	LNFT	3.10	43,799.90
53	Pavement Marking (Intersection Grade) (Yellow) (12")	40	LNFT	14.50	580 ⁻
54	Pavement Marking Symbol (Intersection Grade) (White) (Left Turn Arrow)	33	EACH	375 ⁻	12,375 ⁻
55	Pavement Marking (Temporary) 4" Solid (Type I)	45	STAL	110 ⁻	4950 ⁻
56	Pavement Marking (Temporary) 4" Solid (Type II)	5	STAL	66 ⁻	330 ⁻
57	Pavement Marking (Temporary) 4" Broken (3.0') (Type I)	50	STAL	20 ⁻	1000 ⁻
58	Pavement Marking Removal	650	LNFT	0.75	487.50

SEEDING ITEMS					
59	Fertilizer (16-20-0)	215.0	LBS	2 ⁻	430 ⁻
60	Seed (Blue Grama Grass) (Lovington)	4.3	LBS	37 ⁻	159. ¹⁰
61	Seed (Buffalo Grass) (Treated)	105.4	LBS	47 ⁻	4953. ⁸⁰
62	Seed (Side Oats Grama Grass) (El Reno)	27.1	LBS	30 ⁻	813 ⁻
63	Seed (Sterile Wheatgrass) (Regreen/Quick Guard)	43.0	LBS	8.5 ⁰	365. ⁵⁰
64	Seed (Western Wheatgrass) (Barton)	25.8	LBS	11 ⁻	464. ⁴⁰
65	Fertilizer (13-13-13)	60.0	LBS	2 ⁻	120 ⁻
66	Seed (Turf-type Tall Fescue Seed Blend)	84.0	LBS	5 ⁻	420 ⁻
67	Seed (Kentucky Bluegrass Seed (Baron))	6	LBS	42 ⁻	252 ⁻
TRAFFIC CONTROL ITEMS					
68	Traffic Control	LSUM	LSUM	51,000 ⁻	51,000 ⁻
				BID TOTAL	3,219,968. ⁸⁰

For Unit Price Work: Bidder agrees that estimated quantities are not guaranteed and that final payment will be based on actual quantities.

The Bidder must be a "Responsible Bidder" meaning one who makes an offer to construct the Project in response to a request for bid with the technical capability, financial capacity, human resources, equipment and performance record required to perform the contractual services. The bidder must be eligible and listed on KDOT's prequalified list.


REQUIRED CONTRACT PROVISIONS: The current versions of the following Required Contract Provisions (I, IV) require the Contractor to furnish information. The Contractor shall complete and submit with its proposal these provisions. Thomas County will reject proposals that fail to contain completed Required Contract Provision I and may reject proposals that fail to contain completed Required Contract Provision IV.

- I. 08-10-66-R05 (LPA) Certification-Noncollusion & History of Debarment
- IV. 01-01-11-R01 Tax Clearance Certificate

CERTIFICATION:

I CERTIFY THAT I AM AUTHORIZED TO REPRESENT THE CONTRACTOR IN PREPARING AND PRESENTING THIS PROPOSAL. I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING (INCLUDING BUT NOT LIMITED TO THE INFORMATION CONTAINED IN THE REQUIRED CONTRACT PROVISIONS REFERENCED ABOVE) IS TRUE AND CORRECT.


EXECUTED ON 4/30/2021 (DATE)



Signature

Mark Hubert, Corp. Secretary

Title



License Number (if applicable)

(SEAL--if BID is by a corporation)

Attested: 
Witness

**SPORER LAND
DEVELOPMENT, INC.
PO BOX 246
431 US HIGHWAY 83
OAKLEY, KANSAS**

Address **67740**

4-30-21

Date

REQUIRED CONTRACT PROVISION

CERTIFICATION - NONCOLLUSION AND HISTORY OF DEBARMENT K.A.R. 36-30-4,
49 C.F.R. 29.335, 23 U.S.C. 112(c), 49 U.S.C. 322

Complete the exceptions below if applicable. The Contractor's signature on the Contractor's proposal supplies the necessary signature for this Certification.

NONCOLLUSION

I certify that the Contractor submitting this bid has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action, in restraint of free competitive bidding in connection with the submitted bid.

HISTORY OF DEBARMENT

I certify that, except as noted below, the Contractor submitting this bid and any person associated with this Contractor in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or any position involving the administration of federal funds:

1. Are not currently suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency;
2. Have not been suspended, debarred, voluntarily excluded or disqualified from bidding by any federal or state agency within the past three years;
3. Do not have a proposed debarment pending;
4. Within the past three years, have not been convicted or had a civil judgment rendered against them by a court of competent jurisdiction in any matter involving fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
5. Are not currently indicted or otherwise criminally or civilly charged by a federal, state, or local government with fraud, anti-trust violations, theft, official misconduct, or other offenses indicating a lack of business integrity or business honesty; and
6. Have not had one or more federal, state, or local government contracts terminated for cause or default within the past three years.

The exceptions, if any, are:

None

CONTRACTOR: Sporer Land Development, Inc.

By: ~~Mark Hubert, Corp. Secretary~~

Date: 4/30/01

REQUIRED CONTRACT PROVISION TAX
CLEARANCE CERTIFICATE

yes ___ Answer 'Yes' if the Contractor has a current Tax Clearance Certificate. Answer 'No' if the Contractor does not have a current Tax Clearance Certificate. Insert the Tax Clearance Confirmation Number if available at the time of bidding: *63P4-F2J4-RR2T*
(see attached)

Contractors shall have a current Tax Clearance Certificate from the Kansas Department of Revenue [KDOR] at the time of contract award. The Tax Clearance process is a tax account review by KDOR to determine that the Contractor's account is compliant with Kansas tax laws administered by the Director of Taxation. The Secretary will reject the Contractor's Proposal as non-responsive if the Contractor does not have a current Tax Clearance Certificate at the time of contract award.

To obtain a Tax Clearance Certificate, the Contractor shall complete and submit to KDOR an Application for Tax Clearance obtained from KDOR's website at <http://www.ksrevenue.org/taxclearance.htm>. The Application Form can be completed and submitted on-line, by mail, or by fax. After the Contractor submits the Application, KDOR will provide the Contractor a Transaction ID number. The Contractor shall use the Transaction ID number to retrieve the Tax Clearance Certificate. Decisions on on-line applications are generally available the following business day.

After the Contractor obtains the Tax Clearance Certificate, the Contractor shall insert on this Required Contract Provision the Confirmation Number contained in the Certificate or the Contractor shall submit a copy of the Tax Clearance Certificate to the KDOT Bureau of Construction and Materials by hand delivery, mail, e-mail or fax. Before awarding a contract, the Bureau of Construction and Materials will authenticate the Certificate through the Confirmation Number inserted on this Required Contract Provision or contained on the Certificate submitted.

If the Contractor is unable to retrieve the Tax Clearance Certificate or if KDOR denies the Contractor's Application for Tax Clearance, the Contractor shall call KDOR's Special Projects Team at 785-296-3199 to determine why KDOR failed to issue the Certificate.

Tax Clearance Certificates are valid for 90 days after issue. To renew a clearance, submit a new Tax Clearance Application. Information pertaining to a Tax Clearance is subject to change for various reasons, including a state tax audit, federal tax audit, agent actions, hearings, and other legal actions. The Tax Clearance Certificate is not "clearance" for all types of taxes the state of Kansas may assess.

Subcontractors also shall have a current Tax Clearance Certificate from KDOR before the Secretary approves them for subcontract work. The Contractor shall submit to the KDOT Field Office the Subcontractor's Tax Clearance Certificate with KDOT Form 259, Request for Approval of Subcontractor.

07/13



Laura Kelly, Governor
Mark A. Burghart, Secretary
www.ksrevenue.org

CERTIFICATE OF TAX CLEARANCE

Sporer Land Development, Inc.
DBA as Sporer Land Development, Inc.

ISSUE DATE

04/20/2021

TRANSACTION ID

TKCJ-YYXA-RC85

CONFIRMATION NUMBER

C3P4-F2J4-RR2T

TAX CLEARANCE VALID THROUGH 07/19/2021

*Verification of this certificate can be obtained on our website, www.ksrevenue.org,
or by calling the Kansas Department of Revenue at 785-296-3199*