
Project Proposal Sheet

May 2, 2024

To: General Contractors

Number of pages including this page: 14

Re: Topeka Metro Quincy Station, 820 SE Quincy St, Topeka, KS

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 dated 3-12-24, in receipt of 0 addendums.

Assumptions & Clarifications:

1. Assume all work can be completed during normal work hours.
2. All conductors are copper as per drawings. Unless otherwise noted.
3. Include generator and pad.
4. Include feeders as shown on one line drawing.
5. Include natural gas line to generator.
6. Include ATS.
7. Include excavation.
8. Include temporary power.
9. Include overtime for shutdown.
10. Assume fireproofing tape will be done by another contractor.
11. Estimated ship date of 8-12 weeks after submittal approval.

B. Exclusions:

1. Removal and replacement of fencing.
2. Heat trace equipment and cabling.
3. Access control equipment, cameras, cable and programming and terminations.
4. Utility company charges and fees.
5. If excavation encounters rock, possible fees.
6. Site repairs due to trenching, excavation.
7. Liquidated damages are excluded.
8. Painting, patching, and sealing roof penetrations.
9. Payment and performance bond.
10. Project specific personnel screening and testing.
11. Telephone, computer, security, intercom, and data cabling and equipment.
12. Trash removal beyond the construction site.
13. Cost associated with dealing with hazardous materials.
14. Applicable taxes.

III. Pricing Summary

BASE PROPOSAL

\$ 172,198.12

Sincerely,



Matt Townsend

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.

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.

COVER SHEET

Proposer Information

Company Name McElroy Electric Inc.

Address 3300 SW Topeka Blvd

City, State, Zip Topeka, KS 66611

Main Phone 785-266-7111

Contact Person Information

Name Matt Townsend

Job Title Project Coordinator

Phone 785-266-7111

Alt. Phone 785-267-9070

Email Matt.Townsend@mcelroys.com

Signature 

Date: 5-2-24

BUY AMERICA CERTIFICATION

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: 

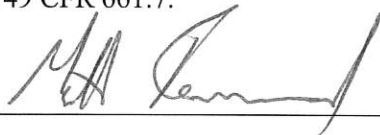
Name & Title: Matt Townsend Project Coordinator

Company: McElroy Electric Inc.

Date: 5-2-24

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: Matt Townsend Project Coordinator

Company: McElroy Electric Inc.

Date: 5-2-24

DISADVANTAGED BUSINESS ENTERPRISES (DBE) CERTIFICATION

This contract is subject to the requirements of Title 49, Code of Federal Regulations, 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 2022-2024 goal for DBE participation is 1.62%; the race neutral goal is 1.25%, and the race conscious goal is 0.37%. 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 and Title: Matt Townsend Project Coordinator


Company Name: McElroy Electric Inc.

Date: 5-2-24

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: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.

Date: 5-2-24

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: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.


Date: 5-2-24

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:



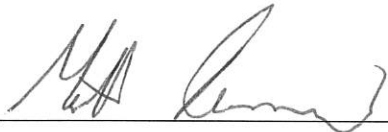
Name and Title: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.

Date: 5-2-24

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 and Title: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.

Date: 5-2-24

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: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.

Date: 5-2-24

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 contract 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 and Title: Matt Townsend Project Coordinator

Company Name: McElroy Electric Inc.

Date: 5-2-24



McElroy Electric has expert knowledge in the installation and replacement of commercial and residential generators. We are currently working on a generator replacement at Encompass Health and have installed generators for the Jackson County Sheriff Department and Topeka ER and Hospital. Please see below for references.

Jackson County Sheriff Department

210 HWY US 75

Holton, KS

Darrell Chapman

785-364-2251

Encompass Health

1504 SW 8th Ave.

Topeka, KS

Topeka ER and Hospital

6135 SW 17th St

Topeka, KS