



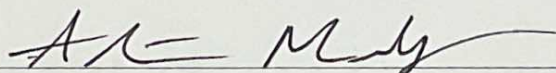
COVER SHEET

Proposer Information

Company Name All Pro Asphalt & Maintenance LLC
Address 31910 E Truman Rd
City, State, Zip Buckner, MO 64016
Main Phone 816-249-6800

Contact Person Information

Name Vince Frasier
Job Title Sales/Estimating
Phone 816-508-7576
Alt. Phone _____
Email accounting@allproasphaltpc.com; vince@allproasphaltpc.com

Signature 
Date: 8/27/24



P.O Box 145
Blue Springs, MO 64013
(816) 249-6800

www.allproasphaltkc.com

The team at All Pro Asphalt and Maintenance LLC possesses an extensive and profound understanding of all processes related to pavement, a testament to our 15 years of dedicated service in the industry, during which we have earned the trust and satisfaction of countless customers throughout the metro area. Our expertise extends specifically to the intricacies of cold milling and asphalt paving processes, areas in which we have cultivated a confident and steadfast mastery, ensuring that every project undertaken not only meets but exceeds industry standards. Our familiarity with section 7 asphalt standard technical specifications further enhances our capability to deliver outstanding results, as we adhere closely to the rigorous guidelines that govern asphalt installation and maintenance. This attention to detail and commitment to excellence has allowed All Pro to complete projects to the highest professional standards, making us a leader in the field. Indeed, our reputation is built on a solid foundation of successful project completions, characterized by a mix of quality craftsmanship, reliability, and customer satisfaction. Our seasoned team is dedicated to maintaining these values in every aspect of our work, ensuring that we remain a trusted partner for all asphalt-related needs. To illustrate our commitment and experience, we have compiled a reference list of recently performed projects, showcasing our capabilities and the satisfaction of our clients, which serves as a testament to the quality we consistently deliver across various project scopes.

Job References

Asphalt Jobs:

Oak Park Commons- 12242 W 95th Street, Lenexa, Kansas 66215

At Oak Park Commons we completed Full Depth Repair and 2" Mill & Overlay.

You can find this repairs in various parts of the strip mall including: Sport Clips, Ding Tea Oak Park, Panda Express, Crumbl Cookie, Oak Park Family Dental, Chipotle, Merle Norman Cosmetics Studio, and a portion of the drive lane.

Greg Boyce (913) 579-6061 gboice@luketdraily.com

The Fountains- 6612 W 119th Street, Overland Park, Kansas 66209

At The Fountains we completed 2" Mill & Overlay, and Asphalt Repair @ 12" & 6" depth. You can find these repairs in various spots including: Whole Foods Market (Entire West Lot, and East Lot parking), and some repairs at AT&T, Len'sCrafters, and Sherwin Williams Paint Store.

Greg Boyce (913)579-6061 gboice@luketdraily.com

Greystone One- 12932 W 87th Street Parkway, Lenexa, Kansas 66215

At Greystone One we did 4" edge mill asphalt paving on the entire Ring Road.

Piers Penner (816)678-3811 Piers@penerkc.com

Estancia- 9001 Renner Boulevard, Lenexa, Kansas 66219

At Estancia we did a large quantity of asphalt mill patch in approximately 50 different
Dalton Gasper (785)735-8165 dalton.gasper@newstreetprop.biz

ARC- 7833 Barton Street, Overland Park, Kansas 66214

At ARC we did a complete demo and tear out of the old asphalt and then did a 5" asphalt new install.
Taylor Bauer (913)915-0204 tbauer@arcgc.com

Dollar Tree- Wolf Creek Parkway, Basehor, Kansas 66007

At Dollar Tree we performed the final grading to the existing rock and then we did a 4" asphalt new install.
Steve Rollins (573)690-1355 steve@americanrealtymo.com

Streets of Drexel- 137 E Main St, Drexel, Mo 64742

At city of Drexel we milled and overlaid various streets of Drexel MO at 2" in depth.
Patty Dreher (816)619-2323 cityofdrexel@gmail.com

Concrete Jobs:

Greystone One- 12932 W 87th Street Parkway, Lenexa, Kansas 66215

At Greystone One we did a sock drain to fix their drainage issues, we also did 8" concrete paving on the east side of ring road along with the west.

Kemper Arts- 4420 Warwick Blvd, KCMO 64111 / 200 E 44th St KCMO 64111

At Kemper Arts we removed and replaced concrete sidewalks, the concrete parking lot in front of the Administrative Office, also concrete aprons.

Shamrock Business Center- 1803 SW Market Street, Lee's Summit, Missouri 64082

At Shamrock Business Center we removed and replaced the concrete drive lane.

Midwest GI- 3601 NE Ralph Powell Road, Lee's Summit, Missouri

At Midwest Gi we did concrete paving, removed and replaced a concrete step, removed and replace concrete sidewalk, and removed and replaced curb and gutter.

AAC- 6 SW 2nd Street, Lee's Summit, Missouri 64063

At AAC we removed and replaced both 6" and 8" concrete paving at the entrance and east side of the lot.

We make sure to pull all required permits and make sure we can get any and all traffic control needing to make sure all jobs run as smoothly as possible.



Bid Bond

CONTRACTOR:
(Name, legal status and address)
All Pro Asphalt & Maintenance LLC
31910 E Truman Road
Buckner, MO 64016

SURETY:
(Name, legal status and principal place of business)
The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

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)
Topeka Metropolitan Transit Authority
201 N Kansas Ave
Topeka, KS 66603-3622

MAILING ADDRESS FOR NOTICES:
Liberty Mutual Surety Claims
P.O. Box 34526
Seattle, WA 98124

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

BOND AMOUNT: 5% of Bid Amount Five Percent of Bid Amount

PROJECT:
(Name, location or address, and Project number, if any)
TO-25-01 Asphalt Mill & Overlay Project

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.

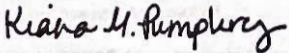
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in 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 28th day of August, 2024.

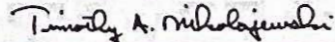
(Witness)

All Pro Asphalt & Maintenance LLC
(Contractor as Principal) *(Seal)*



(Witness) Kiana M. Pumphrey



(Title)
The Ohio Casualty Insurance Company
(Surety)


(Title) Timothy A. Mikolajewski, Assistant Secretary





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

The Ohio Casualty Insurance Company
POWER OF ATTORNEY

Principal: All Pro Asphalt & Maintenance LLC
Agency Name: Stafford & Stafford Insurance Bond Number: BID-0025889
Oblige: Topeka Metropolitan Transit Authority
Bid Bond Amount: (5% of Bid Amount) Five Percent of Bid Amount

KNOW ALL PERSONS BY THESE PRESENTS: that The Ohio Casualty Insurance Company, a corporation duly organized under the laws of the State of New Hampshire (herein collectively called the "Company"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint Timothy A. Mikołajewski in the city and state of Seattle, WA, 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 Company in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Company and the corporate seal of the Company has been affixed thereto this 1st day of August, 2024.



The Ohio Casualty Insurance Company

By: [Signature]
Nathan J. Zangerle, Assistant Secretary

STATE OF PENNSYLVANIA
COUNTY OF MONTGOMERY ss

On this 1st day of August, 2024, before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of The Ohio Casualty 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 duly authorized officer.

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



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-law and Authorizations of The Ohio Casualty Insurance Company, which is 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 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.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, 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 or electronic signatures of any assistant secretary of the Company or facsimile or mechanically reproduced or electronic seal of the Company, wherever appearing upon a certified copy of any power of attorney or bond 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, of The Ohio Casualty Insurance Company do hereby certify that this power of attorney executed by said Company 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 Company this 28th day of August, 2024.



By: [Signature]
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.



COVER SHEET

Proposer Information

Company Name All Pro Asphalt & Maintenance LLC
Address 31910 E Truman Rd
City, State, Zip Buckner, MO 64016
Main Phone 816-249-6800

Contact Person Information

Name Vince Frasier
Job Title Sales/Estimating
Phone 816-508-7576
Alt. Phone _____
Email accounting@allproasphaltpc.com; vince@allproasphaltpc.com

Signature 

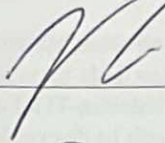
Date: 8/27/24

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: _____

Josh Smith owner

Company: _____

All Pro Asphalt & Maintenance LLC


Date: _____

8/29/24

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: _____

Alexa M... Office Manager

Company: _____

All Pro Asphalt & Maintenance

Date: _____

8/29/24

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: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

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: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

The undersigned certifies that the information and data furnished in this certification are true and correct. In addition, the Contractor understands and agrees that the provisions of 49 U.S.C. 40118, which apply to this certification and disclosure, if any.

Signature: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

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: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

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: Alecia Monday
Name and Title: Alecia Monday Office Manager
Company Name: All Pro Asphalt + Maintenance
Date: 8/27/24



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.

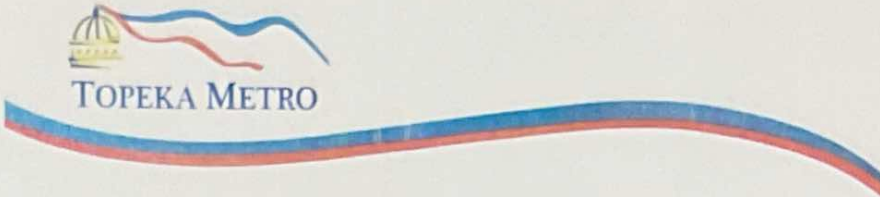
Signature: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

(Faint duplicate of the signature and text above)



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: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24

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: Alecia Monday

Name and Title: Alecia Monday Office Manager

Company Name: All Pro Asphalt + Maintenance

Date: 8/27/24