PROPOSAL FORM..... 00301

Proposal of Gator Industrial, LLC (hereinafter called "CONTRACTOR"), organized and existing under the laws of the State of Missouri doing business as * Gator Industrial, LLC to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your request for PROPOSALS, the CONTRACTOR hereby proposes to perform all WORK for the 506 & 508 Virginia Ave. Demolition & Rehabilitation project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this PROPOSAL, each CONTRACTOR certifies, and in the case of a joint PROPOSAL, each party thereto certifies as to his own organization, that this PROPOSAL has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this PROPOSAL with any other CONTRACTOR or with any competitor.

CONTRACTOR hereby agrees that if this PROPOSAL is accepted, CONTRACTOR will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein, and will at that time deliver to the Owner the prescribed Performance Bond, Payment Bond, and all other documents as required in these documents.

As PROPOSAL security, CONTRACTOR provides herewith a PROPOSAL Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the total PROPOSAL amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the CONTRACTOR fails to enter into an Agreement, and/or deliver the Bonds and other contract documents within the period of time herein previously established.

CONTRACTOR agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 90 consecutive calendar days thereafter if awarded option 1.

CONTRACTOR hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the PROJECT within 180 consecutive calendar days thereafter if awarded option 2.

CONTRACTOR agrees to pay as liquidated damages to the OWNER, the sum of $1500.00 each consecutive calendar day thereafter as provided in Section 15 of the General Conditions. CONTRACTOR further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the CONTRACTOR to fully complete the PROJECT within the established time, as provided in Section 15 of the General Conditions.

*Insert "a corporation", "a partnership", or "an individual" as applicable.

CONTRACTOR acknowledges receipt of the following ADDENDA:

NO.	DATE

PROPOSAL FORM

CONTRACTOR agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices. Amounts are to be shown in both written words and figures. In case of discrepancy, written words shall govern. Contractor has the option of submitting a PROPOSAL for Option 1, Option 2, or for both Options. Contractor may also elect to submit additive alternate PROPOSALS for Option 2.

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 1: Demo of 506 & 508 Virginia Ave. Completely			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Demolish 506 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
2	Lump Sum	Demolish 508 Virginia Ave., Complete One Hundred Seventy Five Thousand Dollars & NO Cents /LS	$ 175,000.00
3	Lump Sum	Remove 2 Skywalks Connecting 508 Virginia Ave. and South Bldg., Complete Forty Thousand Dollars and No Cents /LS	$ 40,000.00
4	Lump Sum	Weatherproofing of 501 Main Street East Wall, Elevator Shaft, and Openings in South Building, Complete Thirty Eight Thousand Dollars & No Cents /LS	$ 38,000.00
5	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete Fifty Five Thousand Dollars & No Cents /LS	$ 55,000.00
6	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form Twenty Four Thousand One Hundred Fifty Dollars & NO Cents /LS	$ 24,150.00

OPTION 1 TOTAL PROPOSAL AMOUNT Five Hundred Seven Thousand One Hundred Fifty Dollars & NO Cents DOLLARS ($ 507,150.00)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 1. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank: Close 5th Street for 21 Days

N/A

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2: Rehab 506 & Demo 508 Virginia Ave.			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
1	Lump Sum	Remove and Replace 506 Virginia Ave. Roof, Complete _____ _____/LS	$_____
2	Lump Sum	Demolish All of 508 Virginia Ave. Including Skywalks, Complete _____ _____/LS	$_____
4	Lump Sum	Weatherproofing of Exposed Walls & Openings and Any Masonry Work Required, Complete _____ _____/LS	$_____
5	Lump Sum	Drying Out Building(s) to Required Moisture Content, Complete _____ _____/LS	$_____
6	Lump Sum	Filling Basement/Crawl Spaces, Compacting, Base Rock, Chip Seal, and Testing, Complete _____ _____/LS	$_____
7	Lump Sum	Bonding, Insurance, Mobilization, and Any Work Required for the Perfection of the Project Not Listed Elsewhere in the PROPOSAL Form _____ _____/LS	$_____

OPTION 2 TOTAL PROPOSAL AMOUNT_____

_____DOLLARS ($_____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amounts shown in words will govern.)

506 & 508 Virginia Ave. Demolition & Rehabilitation – OPTION 2 ADDITIVE PROPOSALS			
Item No.	No. of Units	Item Description with PROPOSAL Price Written in Words	Total Price Dollars & Cents
Add 1	Lump Sum	Demolish Part of 508 Virginia Ave. and Rehabilitate Part, Including Construction of Any Walls or Roof Required to Make an Enclosed Structure, Complete. _____ _____/LS	$_____
Add 2	Lump Sum	Rehabilitate Skywalks by Removing and Replacing Roofs and Refinishing Siding, Complete _____ _____/LS	$_____

The following MUST be filled out if submitting a TOTAL PROPOSAL AMOUNT for option 2. This will not affect the award of the Contract but will be used by the City for planning purposes.

Contractor shall fill in the blank:

Close 5th Street for _____ Days

CONTRACTOR shall provide a detailed explanation in writing of what is being proposed with option 2, including any additive proposals if additive proposals are being submitted. The written, detailed explanation will be used to evaluate and compare PROPOSALS.

The PROPOSAL price for each item shall include the cost of all adjacent or related items that are shown on the plans, are called for in the specifications, or are otherwise necessary to complete the project.

The CONTRACTOR agrees that this PROPOSAL shall be good and may not be withdrawn for a period of sixty (60) consecutive calendar days after the scheduled closing time for receiving PROPOSALS.

Respectfully submitted,

ATTEST:

Gator Industrial, LLC
Name of Contractor

By_____

_____
Title

By CFO
_____
Title

(SEAL)
(If PROPOSAL is a Corporation)

300 N. Black Cat Rd
Address (Including Zip Code)

Joplin, MO 64801

CONTRACTOR STATEMENT OF QUALIFICATIONS 00302

Firm Name: Gator Industrial, LLC
(Company Name)

300 North Black Cat Rd Joplin, MO 64801
(Address) (City, State, Zip Code)

417-624-4444 417-627-9343 robin@gatorindus.com
(Phone Number) (Fax Number) (E-mail)

Date: 7-27-18

Construction Capabilities:

- ☐ General Contracting
- ☐ Electrical
- ☐ Plumbing
- ☐ HVAC
- ☒ Demolition
- ☐ Earthmoving
- ☐ Asbestos Abatement
- ☐ Other: _____

For Corporations Only:

Federal ID Number:

Name of State(s) in which incorporated:

Date(s) of incorporation:

If not incorporated in Missouri:

1. Attach Certificate of Authority to do Business in Missouri
2. Certificate Number:_____ Date:

_____ _____
(President's Name) (Vice-President's Name)

_____ _____
(Secretary's Name) (Treasurer's Name)

For Partnerships Only: Date of Organization: January 1, 2007

Type of Partnership: ☐ General ☑ Limited ☐ Association

Names and Addresses of all partners: (use additional sheet if necessary)

1. Brian Jordan (Name) 24780 Maple Rd (Address) Oronogo, MO 64855 (City, State, Zip Code)

2. Roger Hines (Name) 29474 May Lane (Address) Asbury, MO 64832 (City, State, Zip Code)

General Information:

Federal ID Number: 20-8116651

Percent of work done by Contractor: 100% Number of years in business: 11

or SSN: _____ Number of Permanent Employees: 50

Geographical limits of operation:

250 - 300 miles of Joplin, MO.

If you have done business under a different name, please give name and location: N/A

Has firm ever failed to complete a project or defaulted on a contract? If so, state where and why:

N/A

Date: Dated this _____ day of _____, 20____.

Signatures:

☐ Individual ☐ Partnership ☐ Joint Venture ☐ Corporation

Business Name: _____

Address: _____

_____

Telephone: _____ Fax Number: _____

Federal ID Number: _____ Social Security Number: _____

Duns Number: _____

Incorporated under the laws of the State of: _____

(If a corporation organized in a state other than Missouri, attach certificate of Authority to do business in the State of Missouri.)

_____ _____

(Bidder's Signature) (Corporate Secretary's Signature and Seal)

_____

(Typed or Printed Name of Signor) (Seal)

_____

(Partner/Joint Venture Signature)

_____

(Typed or Printed Name of Signor)

ANTI-COLLUSION STATEMENT.....00480

STATE OF MISSOURI

CITY/COUNTY OF Newton

Floyd Langley
being first duly sworn, deposes and says that he/she is

CFO
Title of Person Signing

of Gator Industrial, LLC

Name of Contractor

that all statements made and facts set out in the proposal for the **506 & 508 Virginia Ave. Demolition & Rehabilitation** project are true and correct; and the Contractor (The person, firm, association, or corporation making said proposal) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive proffering in connection with said proposal or any contract which may result from its acceptance.

Affiant further certifies that Contractor is not financially interested in, or financially affiliated with, any other Contractor for the above project.

BY _____
BY _____
BY _____

SWORN to before me this 27th day of July 20 18.

Alicia R. Enslow
Notary Public

My Commission Expires June 09, 2019

ALICIA R. ENSLOW
Notary Public - Notary Seal
State of Missouri
Commissioned for Newton County
My Commission Expires: June 09, 2019
Commission Number: 15884239

PROPOSAL BOND..... 00409

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Developers Surety and Indemnity Company as Surety, are hereby held and firmly bound unto the CITY OF JOPLIN, MISSOURI, as OWNER, in the penal sum of ***FIVE PERCENT OF TOTAL AMOUNT BID*** DOLLARS ($ 5%) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed this 30th day of July, 2018.

The Condition of the above obligation is such that whereas the principal has submitted to the CITY OF JOPLIN, MISSOURI a certain PROPOSAL, attached hereto and hereby made a part hereof to enter into a contract in writing, for the:

506 & 508 Virginia Ave. Demolition & Rehabilitation

NOW, THEREFORE,

(a) If said PROPOSAL shall be rejected, or

(b) If said PROPOSAL 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 PROPOSAL) and shall furnish BONDS 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 PROPOSAL.

then this obligation shall be void, otherwise the 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.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired, diminished, or affected by any extension of the time within which the OWNER may reject or accept the Principal's PROPOSAL, and Surety does hereby waive notice of any extension.

IN WITNESS WHEREOF, the Principal and 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.

Gator Industrial, LLC

_____ (L.S.)
Principal

Developers Indemnity and Surety Company
Surety

By _____
Kathy L. Fagan, Attorney-in-Fact

IMPORTANT – Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the state where the project is located.

POWER OF ATTORNEY FOR
DEVELOPERS SURETY AND INDEMNITY COMPANY
PO Box 19725, IRVINE, CA 92623 (949) 263-3300

KNOW ALL BY THESE PRESENTS that except as expressly limited, DEVELOPERS SURETY AND INDEMNITY COMPANY, does hereby make, constitute and appoint:

Casey M. Parisoff, David H. Parkhurst, Samuel T. Bowlby, Kathy L. Fagan, Raymond C. Ritchey, Jr., Vickie J. Nickel, jointly or severally

as its true and lawful Attorney(s)-in-Fact, to make, execute, deliver and acknowledge, for and on behalf of said corporation, as surety, bonds, undertakings and contracts of suretyship giving and granting unto said Attorney(s)-in-Fact full power and authority to do and to perform every act necessary, requisite or proper to be done in connection therewith as each of said corporation could do, but reserving to each of said corporation full power of substitution and revocation, and all of the acts of said Attorney(s)-in-Fact, pursuant to these presents, are hereby ratified and confirmed.

This Power of Attorney is granted and is signed by facsimile under and by authority of the following resolution adopted by the Board of Directors of DEVELOPERS SURETY AND INDEMNITY COMPANY, effective as of January 1st, 2008.

RESOLVED, that a combination of any two of the Chairman of the Board, the President, any Executive Vice-President, Senior Vice-President or Vice-President of the corporation be, and that each of them hereby is, authorized to execute this Power of Attorney, qualifying the attorney(s) named in the Power of Attorney to execute, on behalf of the corporation, bonds, undertakings and contracts of suretyship; and that the Secretary or any Assistant Secretary of the corporation be, and each of them hereby is, authorized to attest the execution of any such Power of Attorney;

RESOLVED, FURTHER, that the signatures of such officers may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures shall be valid and binding upon the corporation when so affixed and in the future with respect to any bond, undertaking or contract of suretyship to which it is attached.

IN WITNESS WHEREOF, DEVELOPERS SURETY AND INDEMNITY COMPANY has caused these presents to be signed by its officers and attested by its Secretary or Assistant Secretary this 6th day of Feburary, 2017.

By: _____
Daniel Young, Senior Vice-President

By: _____
Mark Lansdon, Vice-President

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

On February 6, 2017 (Date) before me, Lucille Raymond, Notary Public (Here Insert Name and Title of the Officer)

personally appeared Daniel Young and Mark Lansdon (Name(s) of Signer(s))

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

LUCILLE RAYMOND
Commission # 2081945
Notary Public - California
Orange County
My Comm. Expires Oct 13, 2018

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____
Lucille Raymond, Notary Public

Place Notary Seal Above

CERTIFICATE

The undersigned, as Secretary or Assistant Secretary of DEVELOPERS SURETY AND INDEMNITY COMPANY or INDEMNITY COMPANY OF CALIFORNIA, does hereby certify that the foregoing Power of Attorney remains in full force and has not been revoked and, furthermore, that the provisions of the resolutions of the respective Boards of Directors of said corporations set forth in the Power of Attorney are in force as of the date of this Certificate.

This Certificate is executed in the City of Irvine, California, this JUL 30 2018 day of .

By: _____
Cassie J. Berrisford, Assistant Secretary

DEVELOPERS SURETY AND INDEMNITY COMPANY INCORPORATED 1936 CALIFORNIA

ATS-1004 (02/17)