

**FORM OF BID**

BIDDER: **American Mechanical Inc.**

DATE: **September 5, 2025**

PROJECT: COWLEY COUNTY – SOUTH ANNEX HVAC REPLACEMENT

TO: Lucas Goff  
Cowley County Administrator  
311 E. 9th Ave.  
Winfield, Kansas 67156

Having carefully examined the Bid information, Information for All Bidders, General Conditions, Special Conditions, Specifications and Drawings for the Cowley County – South Annex HVAC Replacement, Project # 24157 and dated 6/26/2025 and having examined the site and conditions affecting the work, the undersigned proposed to complete the general construction in accordance with the said documents for the consideration of the amount following:

**GENERAL CONSTRUCTION:**

TOTAL BID: \$ **1,669,451.00**

- A. Plumbing: \$ **15,000.00**  
Contractor: **American Mechanical Inc.**
- B. Mechanical: \$ **1,563,701.00**  
Contractor: **American Mechanical Inc.**
- C. Electrical: \$ **90,750.00**  
Contractor: **Atlas Electric**

Days to Complete Project: **365** Calendar Days

ADDENDA

Receipt of the following Addenda to the Specifications and Drawings is acknowledged:

|                |                  |
|----------------|------------------|
| Addendum No. 1 | Date: 08-20-2025 |
| Addendum No. 2 | Date: 08-29-2025 |
| Addendum No. 3 | Date: 09-04-2025 |
| Addendum No. 4 | Date: N/A        |

SIGNATURE OF BIDDER

Business/Corporation: American Mechanical Inc.

Title:  David G. Clark - Vice President

Business Address: 5801 E. Huffman Dr., Kechi, KS 67067

License No: Plbg: 01462 Mech: 03787

# CNA SURETY

## Bid Bond

Bond No. Bid Bond

### CONTRACTOR:

(Name, legal status and address)

American Mechanical, Inc.  
5801 Huffman Dr  
Kechi, KS 67067

### SURETY:

(Name, legal status and principal place of business)

South Dakota Corporation

### OWNER:

(Name, legal status and address)

Cowley County  
311 E 9th Ave  
Winfield, KS 67156

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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

**BOND AMOUNT:** Five Percent of Bid Amount (5% of Bid Amount)

### PROJECT:

(Name, location or address, and Project number, if any)

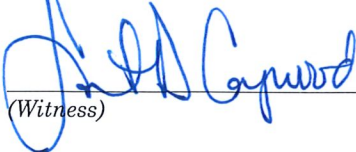
South Annex HVAC Replacement - Cowley County

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 5th day of September, 2025.

  
(Witness)

  
(Witness) Ciara Ford

American Mechanical, Inc.

(Principal)

  
(Title) VICE PRESIDENT

Western Surety Company

(Surety)

  
(Title) Jacklyn Pleitez, Attorney-in-Fact



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**John Baker, Regina Jackson, Nicolle Hoebener, Allen Fee, Jody Unruh, Jordan Fee, Amber Jansen, Mellisa Miller, Robert Fee, Courtney Kirk, Ashton Fee, Micki Ngo, Tyler Fee, Laura O'Neal, Jacklyn Pleitez, Maura Lau, Elizabeth McQueen, Leslie Phelps, Ciara Ford, Individually**

of Hutchinson, KS, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 28th day of March, 2025.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 28th day of March, 2025, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 5th day of September, 2025



WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

### Authorizing By-Laws and Resolutions

#### ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Oblige Services > Validate Bond Coverage, if you want to verify bond authenticity.



### Digital Seal Authority and Enforceability

This communication is being provided on behalf of all CNA Surety companies, including **Western Surety Company, Continental Casualty Company, The Continental Insurance Company, American Casualty Company of Reading, Pennsylvania, and National Fire Insurance Company of Hartford** (collectively and individually referred to as “CNA Surety”).

The use of an electronic image of the corporate seal of any CNA Surety company (the “Digital Seal”) and the attachment of the Digital Seal to any surety bond issued by a CNA Surety company is authorized. Each CNA Surety company acknowledges and agrees that the Digital Seal may be affixed to any CNA Surety bond and relied upon to the same extent as if a raised corporate seal were physically attached to the bond.

Delivery of a digital copy of this Digital Seal Authority and Enforceability notice, executed electronically, to an Obligee or Obligee’s representative shall constitute effective execution and delivery of this notice and shall have the same legal effect as delivery of a tangible original of the notice with my original “wet” signature.

In Witness Whereof, this has been executed by the Vice President and Surety General Counsel for each of the CNA Surety companies.

Dated this 31<sup>st</sup> day of March, 2020.

Rosemary Quinn

Vice President and Surety General Counsel on behalf of



Western Surety Company



The Continental Insurance Company



Continental Casualty Company



National Fire Insurance Company of Hartford



American Casualty Company of Reading, Pennsylvania

August 28, 2025

Quote #: 2025-1004

Cowley County Courthouse  
South Annex

**RE: South Annex HVAC Replacement**

Proposal based on Bid and Drawings:

Dated-June 26, 2025

Project # 24157

Addendums 1 and 2 acknowledged

Five Star Mechanical would like to propose the installation of a Reliable Controls brand Direct Digital Controls system. All Reliable Controls brand devices utilize the industry standard BACnet communications protocol, are fully programmable and come with a standard 5-year warranty. Fully customized site and equipment graphics are included, making navigation and system diagnostics easy and efficient. The system can be accessed from any modern internet browser, making troubleshooting and system changes accessible from any PC or smartphone.

Thank you for the opportunity to quote the above-mentioned work. Our price includes all labor, material and tools to perform the scope detailed below. Our price for this scope of work is:

*One hundred seventy-one thousand five hundred ninety-one dollars no/100* **\$171,591.00**  
Tax Not Included

We have included in our price:

- Water Source Heat Pumps (24)
  - Provide and install a Reliable Controls controller with enough I/O to control the unit.
  - Provide and install sensors and devices as indicated on the plans.
  - Provide, install and terminate BACnet communication cabling.
  - Create custom programming to meet the sequence of operation as indicated in the drawings.
  - Provide and terminate hot water valve for each heat pump. (Installation by other)
  - Run and terminate any low-voltage cabling, as specified. (Installation of line voltage requirements by other)
  - Create graphics, trending and alarming as indicated on the drawings.



- Central Plant
  - Provide and install a Reliable Controls controller with enough I/O to meet the sequence of operation as indicated on the drawings.
  - BACnet integration to boilers.
  - Provide and install sensors, devices and relays as indicated on the plans.
  - Provide VFDs for the cooling tower fan, cooling tower pumps and hot water pumps. (Installation by other)
  - Provide, install and terminate low voltage for VFDs. (Line voltage by other)
  - Provide and terminate heat exchanger and cooling tower valves. (Installation by other)
  - Provide, install and terminate BACnet communication cabling.
  - Create custom programming to meet the sequence of operation as indicated in the drawings.
  - Run and terminate any low-voltage cabling, as specified. (Installation of line voltage requirements by other).
  - Create graphics, trending and alarming as indicated on the drawings.
  
- Unit Heaters (4)
  - Provide and install a Reliable Controls controller with enough I/O to control the unit.
  - Provide and install wall temperature sensors and relays to enable/disable.
  - Provide, install and terminate BACnet communication cabling.
  - Create custom programming to meet the sequence of operation as indicated in the drawings.
  - Run and terminate any low-voltage cabling, as specified. (Installation of line voltage requirements by other).
  - Create graphics, trending and alarming as indicated on the drawings.
  
- Cleanup associated with our work
- Delays not the fault of Five Star Mechanical will result in a change order
- The owner's operations will not interfere with efficient construction processes



We have excluded the following from our price:

- Overtime
- Electrical
- Taxes
- Wall patch and painting
- Concrete cut and/or patch
- Valves and meters for water treatment and filtration.
- Delays not the fault of Five Star Mechanical will result in a change order
- Engineering or permittable drawings
- Removal or abatement of asbestos, lead, or toxic chemicals

If you have any questions, please do not hesitate to call me at (316) 613-1081. Due to escalation of material pricing this quote is only valid for 30 days.

Five Star Mechanical shall not be held responsible for any cost increases due to changes in tariffs, import duties, or other government-imposed fees affecting material prices after the date of this proposal. In the event of such increases, the additional cost will be passed through to the client with documented proof from the supplier.

**Acceptance by Signatures:**

Sincerely  
**Five Star Mechanical Inc.**

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

Jay Gifford

**Date** \_\_\_\_\_





**FORM OF BID**

BIDDER: Five Star Mechanical Inc.

DATE: 9/5/2025

PROJECT: COWLEY COUNTY – SOUTH ANNEX HVAC REPLACEMENT

TO: Lucas Goff  
Cowley County Administrator  
311 E. 9th Ave.  
Winfield, Kansas 67156

Having carefully examined the Bid information, Information for All Bidders, General Conditions, Special Conditions, Specifications and Drawings for the Cowley County – South Annex HVAC Replacement, Project # 24157 and dated 6/26/2025 and having examined the site and conditions affecting the work, the undersigned proposed to complete the general construction in accordance with the said documents for the consideration of the amount following:

**GENERAL CONSTRUCTION:**

TOTAL BID: \$1,164,775.00

|                                       |                |
|---------------------------------------|----------------|
| A. Plumbing:                          |                |
| Contractor: Five Star Mechanical Inc. | \$             |
|                                       | \$1,090,480.00 |
| B. Mechanical:                        | \$             |
| Contractor: Five Star Mechanical Inc. |                |
| C. Electrical:                        |                |
| Contractor: Shelley Electric          | \$74,295.00    |

Days to Complete Project:  
120

Calendar Days  
180

ADDENDA

Receipt of the following Addenda to the Specifications and Drawings is acknowledged:

|                |                 |
|----------------|-----------------|
| Addendum No. 1 | Date: 8/20/2025 |
| Addendum No. 2 | Date: 8/29/2025 |
| Addendum No. 3 | Date: 9/4/2025  |
| Addendum No. 4 | Date: N/A       |

SIGNATURE OF BIDDER

Business/Corporation: Five Star Mechanical Inc.

Title: Andrew Schon Director of Estimation

Business Address: 1707 S. Hoover Rd. Wichita, KS 67209

License No: TRDP-2022-0232



KNOW ALL MEN BY THESE PRESENTS: That we, Five Star Mechanical, Inc.

7007.4 (07-14)

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation

4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Melinda Shaw**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

### Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

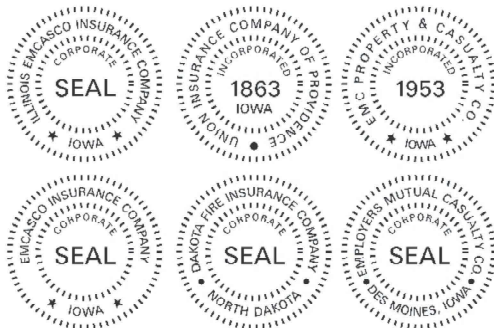
## AUTHORITY FOR POWER OF ATTORNEY

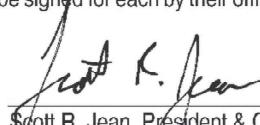
This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

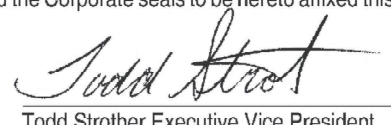
**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF**, the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereto affixed this 22nd day of September, 2022.

Seals



  
 Scott R. Jean, President & CEO  
 of Company 1; Chairman, President  
 & CEO of Companies 2, 3, 4, 5 & 6

  
 Todd Strother, Executive Vice President  
 Chief Legal Officer & Secretary of  
 Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

  
 Notary Public in and for the State of Iowa

## CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 3rd day of September, 2025.

  
 Vice President





Commercial and Industrial HVAC and Refrigeration  
Consulting, Installation, Maintenance and Service

Quality · Integrity · Trust

1707 S. Hoover Rd.  
Wichita, KS 67209  
Office: 316-943-7827  
Fax: 316-943-7828  
[www.fivestarmechanicalinc.com](http://www.fivestarmechanicalinc.com)

September 5, 2025

Quote #: 2025-1255

Cheri Hulse  
Agora Architecture

**RE: Cowley County HVAC Replacement for South Annex**

Ms. Hulse

Thank you for the opportunity to quote the above-mentioned work. Our price includes all labor, material and tools to perform the scope detailed below. Our price for this scope of work is:

**One million one hundred sixty-four thousand seven hundred seventy-five dollars.... \$1,164,775.00**

**5% Bid Bond Included**

**Addendums: 3**

We have included in our price:

- Labor
  - **Based on Plans Dated 6-26-25**
  - **HVAC**
    - Demo of existing VRF system per the plans
    - Supply and install HX-1, CT-1, HLP-1, HLP-2, CTP-1, CTP-2, BP-1, BP-1, B-1, B-2, ET-1, ADS-1, EUH-1-4, FP-1, BT-1, MSS-1-3, (24) WSHP
    - Chemical Treatment System
  - **Electrical**
    - Demo/Reinstall as noted
    - Install new electrical panels and disconnects
    - Install new conduit and wiring
    - Tie in damper to existing as noted
    - Provide T-stat rough in and pull strings to above ceiling (24)
    - Provide conduit route from exterior to interior of space for controls
    - Mount VFD's, drives provided by others
  - **General Contracting**
    - Mobilization
    - Supervision and coordination associated with our work
    - *Demolition*
    - Demo/salvage existing furnishings per demo plans
    - Saw cut and remove interior concrete floor for new MEP per plans
    - Saw cut and remove concrete paving for new cooling tower per plans
    - Core drill (8) holes in brick for new piping per plans
    - Haul off concrete debris

- **Concrete**
  - 4" Slab Pour back at MEP work w/ WWF reinforcing
  - New 4" equipment pads for interior equipment w/ WWF reinforcing
  - New 16" Mat footing for cooling tower w/ reinforcing per plans
  - New (4) Formed columns for cooling tower w/ reinforcing per plans (Includes anchor bolts)
  - Backfill and pour 4" paving around new cooling tower w/ WWF reinforcing
  - New 4" Equipment pad on west side of building w/ WWF reinforcing
- **Masonry**
  - Tooth-in brick at abandon piping locations per plans (Note 13)
- **Structural Steel**
  - Furnish and install joist reinforcing for (27) locations (per Five Star) per plans
  - Portable welder will be placed outside either stair tower
- **Suspended Acoustical Ceiling**
  - Remove and dispose of existing grid
  - Salvage ceiling tile and store on site
  - Reuse existing wires and wall angle where possible
  - Install new grid with salvaged Dune tile
- General conditions
  - Schedule and coordinate with owner as required
  - Cleanup associated with our work
  - Delays not the fault of Five Star Mechanical will result in a change order
  - The owner's operations will not interfere with efficient construction processes
  - Hoisting and lifts
  - Ductwork and Pipe insulation
  - Final cleaning
  - Test and balance
  - Startup and training of new equipment

We have excluded the following from our price:

- Overtime
- Tax
- Engineering or permittable drawings
- Removal or abatement of asbestos, lead, or toxic chemicals

Five Star Mechanical shall not be held responsible for any cost increases due to changes in tariffs, import duties, or other government-imposed fees affecting material prices after the date of this proposal. In the event of such increases, the additional cost will be passed through to the client with documented proof from the supplier.



*Commercial and Industrial HVAC and Refrigeration  
Consulting, Installation, Maintenance and Service*

**Quality · Integrity · Trust**

**1707 S. Hoover Rd.  
Wichita, KS 67209  
Office: 316-943-7827  
Fax: 316-943-7828  
[www.fivestarmechanicalinc.com](http://www.fivestarmechanicalinc.com)**

Five Star Mechanical looks forward to working with you again. If you have any questions, please do not hesitate to call me at (316) 943-7827. Due to escalation of material pricing this quote is only valid for 30 days.

Sincerely,  
**Five Star Mechanical Inc.**

Jeff Davis  
Project Estimator