

BG No. 13-208

Date: \_\_\_\_\_ To: (Owner) Hardin County Board of Education

Project Name: Vine Grove Elementary Site Improvements Bid Package No. \_\_\_\_\_

City, County: Vine Grove, Hardin County

Name of Contractor: PHILLIPS BROTHERS CONSTRUCTION, LLC

Mailing Address: 120 INSANITY LANE VINE GROVE KY 40175

Business Address: SAME Telephone: 270-877-6303

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum #1, #2 (Insert the addendum numbers received or the word "none" if no addendum received.)

**BASE BID:** For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$1,190,000

ONE MILLION ONE HUNDRED NINETY THOUSAND  
Use Words Dollars & ZERO Cents C.S.

ZERO  
Use Words

C.S.

**ALTERNATE BIDS:** (If applicable and denoted in the Bidding Documents)

INCL ALLOWANCES

For omission from or addition to those items, services, or construction specified in Bidding Documents by alternate number, the following lump sum price will be added or deducted from the base bid.

Alternate Bid No.	Alternate Description	+ (Add to the Base Bid)	- (Deduct from the Base Bid)	No Cost Change from the Base Bid
Alt. Bid No. 1	Gym flooring	43000	/	<input type="checkbox"/>
Alt. Bid No. 2	Corridor accent tile and accent paint	4000		<input type="checkbox"/>
Alt. Bid No. 3	Brick staining	13000		<input type="checkbox"/>
Alt. Bid No. 4	ADD'L LIGHTING	\$15,000		<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<input type="checkbox"/>

**A maximum of 10 Alternate Bids will be acceptable with each Base Bid. Do not add supplemental sheets for**

Alternate Bids to this document.

THESE PRICES ARE ~~ADDED TO~~ BASE BID  
~~AND INCLUDED~~  
ALLOWANCE #1 (850 CY) \$56,000 CS

ALLOWANCE #2 (TEMP ACCESS LANE) #6670-

Ceyl Smith

**LIST OF PROPOSED SUBCONTRACTORS:**

List on the lines below each major branch of work and the subcontractor involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

A maximum of 40 subcontractors will be acceptable with each bid. Do not add supplemental sheets for subcontractors to this document.

The bidder shall submit the list of subcontractors with the bid.

	<b><u>BRANCH OF WORK</u></b> (to be filled out by the Architect)	<b><u>SUBCONTRACTOR</u></b> (to be filled out by the contractor)
1.	Excavation	PHILLIPS BROTHERS
2.	Site Concrete	PHILLIPS BROTHERS
3.	Segmental Walls	PHILLIPS BROTHERS
4.	Landscaping	<del>BURCOR</del> 'S STEPHENSON
5.	Fencing	BURCOR
6.	Painting	BENNET'S
7.	Flooring	BENNET'S
8.	Bleachers	TOAD VINE ENTERPRISE
9.		
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16.		
17.		

**KENTUCKY DEPARTMENT OF EDUCATION**  
702 KAR 4:160

**FORM OF PROPOSAL**

**LIST OF PROPOSED SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<b><u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u></b> (to be filled out by the Architect or Contractor)	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>MANUFACTURER</u></b> (to be filled out by the Contractor)
1.	Concrete masonry units	Lee Brick & Block	Lee Brick & Block
2.	Concrete sealer		
3.	Cast stone caps		
4.	Light Fixtures (list types individually)	LITHONIA	LITHONIA
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**KENTUCKY DEPARTMENT OF EDUCATION**  
702 KAR 4:160

**FORM OF PROPOSAL**

**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: Phillips Bros

AUTHORIZED REPRESENTATIVE'S NAME: CYL SUDA  
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): CLIFTON SMITH

AUTHORIZED REPRESENTATIVE'S TITLE: ESTIMATOR

**NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.**

This form shall not be modified.

**KENTUCKY DEPARTMENT OF EDUCATION**  
 702 KAR 4:160

**FORM OF PROPOSAL**
**UNIT PRICES:**

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

A maximum of 40 unit prices will be acceptable with each bid. Do not add supplemental sheets for unit pricing to this document.

The bidder shall submit the list of unit prices within one (1) hour of the bid.

	<b>WORK</b> (to be filled out by the Architect)	<b>PRICE / UNIT</b> (to be filled out by the Contractor)	<b>UNIT</b> (to be filled out by the Contractor)
1.	Crushed stone in place 8" lift max: #2	\$ 17	ton
2.	Crushed stone in place 8" lift max: #57	<del>1775</del> <del>1625</del> 0.5	ton
3.	Crushed stone in place 8" lift max: DGA	1625	ton
4.	Site concrete: 4" concrete walk	425	sq.ft.
5.	Site concrete: 6" concrete paving	\$ 580	sq.ft.
6.	Site concrete: Concrete curb and gutter	\$ 1590	l.ft.
7.	Heavy duty asphalt paving	\$ 1497	sq.yd.
8.	Trench rock up to 3 ft. deep	\$ 210	cu.yd.
9.	Mass rock	\$ 165-	cu.yd.
10.	Mass earth	\$ 5	cu.yd.
11.	Remove and replace unsuitable soils (including haul-off)	\$ 28	cu.yd. <i>Replace w/URT</i>
12.	6" PE pipe installed up to 4 ft. deep	\$ 1992	l.ft.
13.	12" PE pipe installed up to 4 ft. deep	2543	l.ft.
14.	12" RCP pipe installed up to 4 ft. deep	\$ 50	l.ft.
15.	Import topsoil	\$ 20	cu.yd.
16.	Sodding	\$ 350	sq.yd.
17.	6" Tall PVC coated chain link fence	<del>\$ 18</del> 21/LF	l.ft.
18.	1-1/2" mill and overlay with surface asphalt	776	sq.yd.
19.	6% Lime stabilization	1532	sq.yd.

**KENTUCKY DEPARTMENT OF EDUCATION**  
702 KAR 4:160

**FORM OF PROPOSAL**

	<u>WORK</u> (to be filled out by the Architect)	<u>PRICE / UNIT</u> (to be filled out by the Contractor)	<u>UNIT</u> (to be filled out by the Contractor)
20.	Pavement design A	\$ 7.76	sq.yd.
21.	Pavement design B	14.97	sq.yd.
22.	Pavement design C	14.97	sq.yd.
23.	2" PVC SCH 40 domestic water (30" bury depth)	\$15	l.ft.
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**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

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The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR / BIDDER: PHILLIPS BROTHERS CONSTRUCTION, LLC

AUTHORIZED REPRESENTATIVE'S NAME: *Clifton Smith*  
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): CLIFTON SMITH

AUTHORIZED REPRESENTATIVE'S TITLE: ESTIMATOR

**NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.**

This form shall not be modified.

# AIA® Document A310™ - 2010

## *Bid Bond*

**CONTRACTOR:**

*(Name, legal status and address)*

Phillips Brothers Construction, LLC  
120 Insanity Lane  
Vine Grove, KY 40175

**SURETY:**

*(Name, legal status and principal place of business)*

Great American Insurance Company  
301 E. 4th Street  
Cincinnati, OH 45202

**OWNER:**

*(Name, legal status and address)* Superintendent of Hardin County  
Hardin County Board of Education  
65 W.A. Jenkins Road  
Elizabethtown, KY 42701

**BOND AMOUNT:** Five Percent of the Amount Bid

(\$ 5% of Bid )

**PROJECT:**

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

Vine Grove Elementary Site Improvements

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.

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 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 13th day of February 2014

*Clyde Smith*  
(Witness)

Phillips Brothers Construction, LLC

*Ray Phillips* (Seal)  
(Principal)

*Ray Phillips*  
(Title) WARRY PHILLIPS, MEMBER MGR  
Great American Insurance Company

*Comp Meade*  
(Witness)

*Sheryon Quinn* (Seal)  
(Surety)

*Sheryon Quinn*  
(Title) Sheryon Quinn  
Attorney-in-Fact

Init.

**GREAT AMERICAN INSURANCE COMPANY®**

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than ELEVEN

No. 0 20317

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power	
DEBORAH NEICHTER	MARGIE M. LOWRY	SHERYON QUINN	ALL
JILL KEMP	MARK A GUIDRY	JACKIE C. KOESTEL	\$75,000,000.
BONNIE J. WORTHAM	SANDRA L. FUSINETTI	AMY MEREDITH	
BARBARA DUNCAN	LYNNETTE LONG	ALL OF LOUISVILLE, KENTUCKY	

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 5TH day of DECEMBER, 2012

Attest

GREAT AMERICAN INSURANCE COMPANY



*Margie M. Lowry*  
Assistant Secretary

*David C. Kitchin*  
Divisional Senior Vice President

DAVID C. KITCHIN (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 5TH day of DECEMBER, 2012

, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



**KAREN L. GROSHEIM**  
NOTARY PUBLIC, STATE OF OHIO  
MY COMMISSION EXPIRES 02-20-16

*Karen L. Grosheim*

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

**RESOLVED:** That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

**RESOLVED FURTHER:** That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

**CERTIFICATION**

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 13<sup>th</sup> day of February, 2014.



*Stephen C. Beraha*  
Assistant Secretary