AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Henry's Plumbing, Inc.
4080 Vincent Station Drive
Owensboro, KY 42303

SURETY:
(Name, legal status and principal place of business)
Ohio Farmers Insurance Company
One Park Circle, P. O. Box 5001
Westfield Center , OH 44251

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.

OWNER:
(Name, legal status and address)
Todd County Board of Education
205 Airport Road
Elkton, KY 42220

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

PROJECT:
(Name, location or address, and Project number, if any)
Todd County Schools - Misc. HVAC Renovation (Bid#16-173) - Todd County Central High School
806 S Main Street
Elkton, KY 42220

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 12th day of October, 2016.

Joyce Maloney
(Witness)

Henry's Plumbing, Inc.
(Principal) *(Seal)*
Keith Whitson President
(Title)

Andrea L Eash
(Witness)

Ohio Farmers Insurance Company
(Surety) *(Seal)*
Kelsey Freytag
(Title) Kelsey Freytag, Attorney-In-Fact

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General
Power
of Attorney

CERTIFIED COPY

POWER NO. 3411942 02

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
MARK NELSON, MARY BETH MILLING, RANDAL T. NOAH, STELLA ADAMS, G. DALE DERR, EVAN R. DERR, LIZ OHL, KELSEY FREYTAG, TIFFIANY GOBICH, ELIZABETH MCDEVITT, JENNIFER K. WILLIAMS, TAMMY L MASTERSON, JOINTLY OR SEVERALLY

of **CINCINNATI** and State of **OH** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**- -.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.
and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"*Be It Resolved,* that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"*Be it Further Resolved,* that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader and Senior Executive** and their corporate seals to be hereto affixed this **10th** day of **FEBRUARY** A.D., **2016** .

Corporate
Seals
Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: Dennis P. Baus

State of Ohio
County of Medina ss.:

Dennis P. Baus, *National Surety Leader and Senior Executive*

On this **10th** day of **FEBRUARY** A.D., **2016** , before me personally came **Dennis P. Baus** to me known, who, being by me duly sworn, did depose and say, that he resides in **Wooster, Ohio;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed

David A Kotnik

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino**, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 12th day of October A.D., 2016 .

Frank A Carrino Secretary

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

BG No. 16-173

Date: 10-12-16 To: (Owner) Todd County Public Schools

Project Name: South Todd County Elementary School Bid Package No. 2

City, County: Elkton, Todd

Name of Contractor: Henry's Plumbing Inc.

Mailing Address: 4080 Vincent Station Dr. Owensboro, KY 42303

Business Address: 4080 Vincent Station Dr. Owensboro, KY 42303 Telephone: 270-926-4367

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 (Insert the addendum numbers received or the word "none" if no addendum received.)

1. North Todd County Elementary School:

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:

_____
Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

2. South Todd County Elementary School:

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:

263,000
Use Figures

Two hundred Sixty three thousand Dollars & zero Cents
Use Words Use Words

3. Todd County Middle School:

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:

_____
Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

4. Todd County Central High School:

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:

_____
Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

6. Combination Bid:

List of Schools: _____

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:

_____
Use Figures

_____ Dollars & _____ Cents
Use Words Use Words

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.

	BRANCH OF WORK (to be filled out by the Architect)	**SUBCONTRACTOR** (to be filled out by the contractor)
1.	Mechanical	Henry's.
2.	Electrical	Normand King ~~Diversified Electrical Inc~~
3.	PIPE FITTER	Henry's.
4.	TEST AND BALANCE	Thermal Balance
5.	CONTROLS	Trane / Henry's.
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	BRANCH OF WORK (to be filled out by the Architect)	**SUBCONTRACTOR** (to be filled out by the Contractor)
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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.

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	SUPPLIER (to be filled out by the Contractor)	MANUFACTURER (to be filled out by the Contractor)
1.	BOILER Water Heaters.	Winnelson	A.O. Smith.
2.	CHILLER	Trane	Trane
3.	PACKAGED RTU	Trane / Bencist	Trane / Rudd
4.	PUMPS	Hydronic + steam.	Bell Gossett
5.	FAN COIL UNITS	Thermal Equipment	Daikin
6.	VALVES AND FITTINGS	~~Nibco~~ Winnelson	Nibco ~~Winnelson.~~
7.			
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	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY (to be filled out by the Architect or Contractor)	**SUPPLIER** (to be filled out by the Contractor)	**MANUFACTURER** (to be filled out by the Contractor)
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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.

	WORK (to be filled out by the Architect)	**PRICE / UNIT** (to be filled out by the Contractor)	**UNIT** (to be filled out by the Contractor)
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19.			

	WORK (to be filled out by the Architect)	**PRICE / UNIT** (to be filled out by the Contractor)	**UNIT** (to be filled out by the Contractor)
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DIRECT MATERIAL PURCHASES:

Indicate on the lines below those materials to be purchased directly by the Owner with a Purchase Order to be issued by the Owner to the individual suppliers. The value of the direct Purchase Order cannot be less than $5,000. Following the approval of bids, the Contractor shall formalize this list by completing and submitting the electronic Purchase Order Summary Form provided by KDE. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

A maximum of 50 POs will be acceptable with each bid. Do not add supplemental sheets for additional POs to this document.

The bidder shall submit the list of Purchase Orders within four (4) days of the bid.

	SUPPLIER (to be filled out by the Contractor)	**PURCHASE ORDER DESCRIPTION** (to be filled out by the Contractor)	**PURCHASE ORDER AMT.** (to be filled out by the Contractor)
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12.			
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	SUPPLIER (to be filled out by the Contractor)	PURCHASE ORDER DESCRIPTION (to be filled out by the Contractor)	PURCHASE ORDER AMT. (to be filled out by the Contractor)
20.			
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	SUPPLIER (to be filled out by the Contractor)	**PURCHASE ORDER DESCRIPTION** (to be filled out by the Contractor)	**PURCHASE ORDER AMT.** (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

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: Henry's Plumbing Inc.

AUTHORIZED REPRESENTATIVE'S NAME: Keith Withrow
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Keith Withrow

AUTHORIZED REPRESENTATIVE'S TITLE: Owner/ President

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

This form shall not be modified.

Section 002010

Supplemental Form of Proposal

SUPPLEMENTAL FORM OF PROPOSAL FOR BID BREAKOUT ITEMS

Bid breakout items as listed under "Special Instructions" must be listed and submitted with the bid.

Provide list of manufacturers and suppliers for each item

Description	Manufacturer	Supplier
Air Cooled Chiller	Trane	Trane
Pumps / Pump Accessories	Bell Gossest	Hydronic & steam
Temperature Controls	Trane / Honeywell	Trane / Henry's
Piping / Piping Accessories	Nibco	Winnelson
Testing & Balance	Thermal Balance	Thermal Balance

(End of Section 002010)

KENTUCKY DEPARTMENT OF EDUCATION
702 KAR 4:160

PURCHASE ORDER

Board of Education: _____

_____

_____

_____

Kentucky Sales Tax Exemption Number: _____

Date of Order: _____

Vendor Name: _____

Vendor Address: _____

_____

Vendor Phone: _____

Vendor Email: _____

Bill To: _____

Bill to Address: _____

_____

Ship To: _____

Ship to Address: _____

_____

Attention of: _____

BG# _____

District PO Number: _____

(THIS PURCHASE ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES AND SHIPPING PAPERS)

Project Name: _____

Bid Package No.: _____

Specification Section: (IF APPLICABLE) _____

Material Description / Category: _____

Facility Name: _____

Requested By: _____

AUTHORIZATION

THE ATTACHED TERMS & CONDITIONS ARE HEREBY ACKNOWLEDGED AND MADE PART OF THIS ORDER.

Owner Authorized Name: _____

Owner Authorized Signature: _____

Owner Authorization Date: _____

Vendor Authorized Name: _____

Vendor Authorized Signature: _____

Vendor Authorization Date: _____

The following project contacts must be notified 48 hours in advance of delivery to jobsite.

Contact Name	Phone Number	Contact Name	Phone Number

Furnish the necessary materials to complete the following bid package(s) / specification section(s) in its entirety. All materials shall be in accordance with the requirements of the Contract.

ITEM NO.	QUANTITY	ITEM DESCRIPTION	UNIT PRICE	TOTAL
		Bid Package(s):	L. S.	
		Specification Section(s):	L. S.	
		SPECIMEN COPY ONLY		

TERMS & CONDITIONS OF PURCHASE ORDER

1. Drawings, catalogs, cut sheets, or samples shall be submitted for approval.
2. All invoices shall be sent to the contractor/subcontractor designated on the purchase order for approval. No invoices shall be sent directly to the Board of Education (Owner) for payment.
3. All invoices shall reference the purchase order number.
4. No change in, modification of, or revision of this order shall be valid unless in writing and signed by the Owner.
5. Vendor agrees to observe and comply with all applicable federal, state and locals laws, rules, ordinances and regulations in performance of this order.
6. Vendor shall not assign this order or any right hereunder without first having obtained the written consent of the Owner.
7. Deliveries are to be made in accordance with the Owner's schedule, as directed by the General Contractor (GC), Construction Manager (CM) or Qualified Provider (QP).
8. The Owner may cancel this purchase order in whole or in part in the event that the vendor fails or refuses to deliver any of the items purchased, within the time provided, or otherwise violates any of the conditions of this purchase order, or if it becomes evident that the vendor is not providing materials in accordance with the specifications or with such diligence as to permit delivery on or before the delivery date.
9. The vendor agrees to deliver the items to the supplied hereunder free and clear of all liens, encumbrances and claims.
10. If any of the goods covered under this purchase order are found to be defective in material or workmanship, or otherwise not in conformity with the requirements of this order, the Owner, in addition to the other rights which it may have under warranty or otherwise, shall have the right to reject the same or require that such articles or materials be corrected or replaced promptly with satisfactory materials or workmanship.
11. By acknowledging receipt of this order, by performing the designated work or any portion thereof, or by shipping the designated goods, the vendor agrees to the terms and conditions outlined.
12. This purchase order shall be governed in all respects by the laws of the Commonwealth of Kentucky.
13. In the event the quantities of materials supplied via this purchase order are insufficient to complete the work, the GC, CM or QP shall, at no expense to the Owner, provide such materials as necessary to complete the work.
14. In the event that at the completion of the work the vendor has not submitted invoices totaling the value of this purchase order, this purchase order shall be considered complete and closed.