

BG No. 18-165

Date: \_\_\_\_\_ To: Trigg County Schools

Project Name: T.C.H.S. TRACK RESURFACING - 2018 Bid Package No. Lump Sum G.C.

City, County: Cadiz/ Trigg County, Kentucky

Name of Contractor: Bill Adams Construction, Inc.

Mailing Address: PO Box 927, Murray, KY 42071

Business Address: 305 Andrus Dr., Murray, KY 42071 Telephone: 270-753-7577

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.)

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:

\$ 153,180.00  
Use Figures

ONE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED EIGHTY Dollars & ZERO Cents  
Use Words Use Words

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

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<br>from the Base Bid |
|-------------------|-----------------------|-------------------------|------------------------------|-------------------------------------|
| Alt. Bid No. 1    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 2    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 3    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 4    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 5    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 6    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 7    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 8    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 9    | Not Used              |                         |                              | <input type="checkbox"/>            |
| Alt. Bid No. 10   | Not Used              |                         |                              | <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.

**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>BRANCH OF WORK</b><br>(to be filled out by the Architect) | <b>SUBCONTRACTOR</b><br>(to be filled out by the contractor) |
|-----|--|--|
| 1.  | Demolition   | BILL ADAMS CONSTRUCTION                                      |
| 2.  | Earthwork and Grading  | BILL ADAMS CONSTRUCTION/HARPER                               |
| 3.  | Asphalt Paving   | BROTHERS   |
| 4.  | Concrete Paving  | MURRAY PAVING  |
| 5.  | Fencing  | BILL ADAMS CONSTRUCTION                                      |
| 6.  | Track/Field Events Striping/Painting                         | MIDWAY FENCE CO.   |
| 7.  |  | MURRAY PAVING/MCDONALD TRACK PNT.                            |
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|     | <b>BRANCH OF WORK</b><br>(to be filled out by the Architect) | <b>SUBCONTRACTOR</b><br>(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.**

|     | <b><u>MATERIAL DESCRIPTION BY<br/>SPECIFICATION DIVISION AND<br/>CATEGORY</u></b><br>(to be filled out by the Architect or Contractor) | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>MANUFACTURER</u></b><br>(to be filled out by the Contractor) |
|-----|--|--|--|
| 1.  | Asphalt Paving   | MURRAY PAVING  | MURRAY PAVING  |
| 2.  | Concrete Paving  | FEDERAL MATERIALS  | FEDERAL MATERIALS  |
| 3.  | Fencing  | MIDWAY FENCE CO.   | MERCHANT METALS  |
| 4.  | Track/Field Events Striping/Painting   | MCDONALD TRACK PAINTING  | SHERWIN WILLIAMS   |
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|     | <b><u>MATERIAL DESCRIPTION BY<br/>SPECIFICATION DIVISION AND<br/>CATEGORY</u></b><br>(to be filled out by the Architect or<br>Contractor) | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>MANUFACTURER</u></b><br>(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.

|     | <u>WORK</u><br>(to be filled out by the Architect) | <u>PRICE / UNIT</u><br>(to be filled out by the Contractor) | <u>UNIT</u><br>(to be filled out by the Contractor) |
|-----|--|---|---|
| 1.  | 1" Asphalt Top Course                              | \$90.00   | TON   |
| 2.  | 1 1/2" Asphalt Top Course                          | \$90.00   | TON   |
| 3.  | 2" Asphalt Base Course                             | \$87.00   | TON   |
| 4.  | Fencing Per Drawings/Specifications                | \$48.50   | LF  |
| 5.  | Chain Link (PR 4'-0")                              | \$880.00  | EACH PAIR<br>(2-4' WIDE GATES)                      |
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|     | <b><u>WORK</u></b><br>(to be filled out by the Architect) | <b><u>PRICE / UNIT</u></b><br>(to be filled out by the Contractor) | <b><u>UNIT</u></b><br>(to be filled out by the Contractor) |
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**DIRECT MATERIAL PURCHASES: N/A**

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.**

|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
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| 1.  | <b>N/A</b>   |  |   |
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|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
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|     | <b><u>SUPPLIER</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER DESCRIPTION</u></b><br>(to be filled out by the Contractor) | <b><u>PURCHASE ORDER AMT.</u></b><br>(to be filled out by the Contractor) |
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**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:

BILL ADAMS CONSTRUCTION / JOHN B. VALE

AUTHORIZED REPRESENTATIVE'S NAME:

  
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed):

JOHN B. VALE

AUTHORIZED REPRESENTATIVE'S TITLE:

VICE - 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.



# OHIO FARMERS INSURANCE COMPANY

Westfield Group® 1 Park Circle, P O Box 5001, Westfield Center, Ohio 44251-5001

Conforms to Document A310™ - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Bill Adams Construction Inc  
PO Box 927  
305 Andrus Drive  
Murray, KY 42071

### SURETY:

(Name, legal status and principal place of business)

OHIO FARMERS INSURANCE COMPANY  
1 Park Circle, PO Box 5001  
Westfield Center, OH 44251-5001

### OWNER:

(Name, legal status and address)

Trigg County Board of Education  
202 Main Street  
Cadiz, KY 42211

**BOND AMOUNT:** Five Percent of Total Amount Bid \_\_\_\_\_

### PROJECT:

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

T.C.H.S. Track Resurfacing - 2018, 203 Main Street, Cadiz KY, Trigg County Board of Education

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.

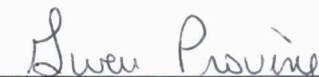
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 16th day of May, 2018.



(Witness)



(Witness)

Bill Adams Construction Inc

(Principal)

(Seal)

By: 

Barry McDonald, President

FBES

(Title)

OHIO FARMERS INSURANCE COMPANY

(Surety)

(Seal)

By: 

Brian Edwards, Attorney In Fact

(Title)

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BD5084 OFWWN (10/2010)



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 12/07/17, FOR ANY PERSON OR PERSONS NAMED BELOW.

General  
Power  
of Attorney

CERTIFIED COPY

POWER NO. 1674922 01

Westfield Insurance Co.  
Westfield National Insurance Co.  
Ohio Farmers Insurance Co.  
Westfield Center, Ohio

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  
GWEN S. PROVINE, BRIAN A. EDWARDS, JOINTLY OR SEVERALLY

of MURRAY and State of KY 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:

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:

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."

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).

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 07th day of DECEMBER A.D., 2017.

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.:

On this 07th day of DECEMBER A.D., 2017, 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, Attorney at Law,  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

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.

I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 16th day of May AD, 2018



Frank A. Carrino, Secretary