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

| 702 (3)( 4)(0)   | _            |
|--|--------------|
| BG No  |              |
| Date: 5-16-19 To: (Owner) Todd County Board of Education   |              |
| Project Name: Todd County Central High School Field House Addition Bid Package No.   | _            |
| City, County: Elkton, Todd   |              |
| Name of Contractor: Benchmark Construction and Renovation Inc.   |              |
| Mailing Address: 1020 Timbercrest Ct. Bowling Green, Ky 42/04  | _            |
| Mailing Address: 1020 Timbercrest Ct. Bowling Green, Ky 42/04  Business Address: 1020 Timbercrest Ct. Bowling Green, Ky 42/04 Telephone: 270-427-8691  |              |
| Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Condition Specifications, and Drawings, for the above referenced project, the undersigned bidder proposes to furnish all lal materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with contract documents and any addenda listed below for the price stated herein.  | ons,<br>bor, |
| Addendum (Insert the addendum numbers received or the word "none" if no addend received.)  | lum          |
| BASE BID: For the construction required to complete the work, in accordance with the contract documents, I/We subthe following lump sum price of:    163,000   Use Figures   Use Figures | mit          |
| One Hundred Sixty Three Thousand Dollars & Zero Century Words  | ts           |
| 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 altern number, the following lump sum price will be added or deducted from the base bid.   | ate          |
| No Cos   | st           |

| Alternate Bid No. | Alternate Description | + (Add to the Base Bid) | - (Deduct from the Base Bid) | No Cost<br>Change<br>from the Base Bid |
|-------------------|-----------------------|-------------------------|------------------------------|--|
| Alt. Bid No. 1    |                       |                         |                              |  |
| Alt. Bid No. 2    |                       |                         |                              |  |
| Alt. Bid No. 3    |                       |                         |                              |  |
| Alt. Bid No. 4    |                       |                         |                              |  |
| Alt. Bid No. 5    |                       |                         |                              |  |
| Alt. Bid No. 6    |                       |                         |                              |  |
| Alt. Bid No. 7    |                       |                         |                              |  |
| Alt. Bid No. 8    |                       |                         |                              |  |
| Alt. Bid No. 9    |                       |                         |                              |  |
| Alt. Bid No. 10   |                       |                         |                              |  |

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

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### 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.  | HVAC System Install                                | N/A  |
| 2.  | Sheet Metal  | NIA  |
| 3.  | Controls   | NIA  |
| 4.  | Electrical   | IEC Electric                                       |
| 5.  | Insulation   | Bluegrass Insulation                               |
| 6.  | Ref. Piping System                                 | NIA  |
| 7.  | Wall Sealing / Opening Mason Work                  | Triple O Construction                              |
| 8.  | Concrete   | Custom Concrete                                    |
| 9.  | Asphalt Paving                                     | N /A   |
| 10. | Interior Wood Work                                 | David Rich Construction                            |
| 11. | Flooring / Carpet                                  | Bennetts Carpets                                   |
| 12. | Plumbing   | Elphy's Plumbing                                   |
| 13. | Pipe Fitters                                       | NA   |
| 14. | Roofing  | G.11 Roofing                                       |
| 15. | Framers  | Hiss Construction                                  |
| 16. | Painting   | David Rich Construction                            |
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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.  | Site Work   | Jeff Bkins & Assoc.                           |   |
| 2.  | Paving  | NIA   |   |
| 3.  | Flooring  | Binnetts Caspets                              |   |
| 4.  | Water Heater  | Elphy's Plumbing                              |   |
| 5.  | Exhaust Fan   | Premius HVAC                                  |   |
| 6.  | Grease Trap   | Eplay's Plumbing                              | *,  |
| 7.  | Kitchen Equipment   | NLA   |   |
| 8.  | Plumbing Fixtures   | Epby's Plumbing                               |   |
| 9.  | HVAC Euipment   | NIA   |   |
| 10. | HVAC Installation   | NIA   |   |
| 11. | Wall Insulation   | Bluegrass Insulation                          |   |
| 12. | Roofing   | Gill Roofing                                  |   |
| 13. | Window / Door Openings  | H.11 Mothy Lumber                             |   |
| 14. | Electrical Wiring   | IEL Electric                                  |   |
| 15. | Electrical Conduit  | IEC Eletric                                   |   |
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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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|     | 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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## KENTUCKY DEPARTMENT OF EDUCATION 702 KAR 4:160

|     | 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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### **FORM OF PROPOSAL**

| 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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### 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: Benchmage Construction and Amoration Inc  |
| AUTHORIZED REPRESENTATIVE'S NAME:  Signature  Signature  |
| AUTHORIZED REPRESENTATIVE'S NAME (printed): David Biggerstaff  |
| AUTHORIZED REPRESENTATIVE'S TITLE: Pres  |
| NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000.   |
| This form shall not be modified.   |

### **Westfield Insurance Company**

Westfield Insurance® 1 Park Circle, P O Box 5001. Westfield Center, Ohio 44251-5001 Toll Free 800-243-0210

, Attorney-in-fact

| KNOW ALL MEN BY THESE PRESENT                   | TS, that we, Benchmark Cons            | truction and Renovation, Inc.  |
|---|--|--|
| 1020 Timbercrest Ct. Bowling Green, KY 42       | 104                                    | , as Principal, and  |
| the Westfield Insurance Company                 | , an Ohio Corpora                      | ntion, with its principal office at Westfield  |
| Center, Ohio, as Surety, are held and firmly    | y bound unto Todd County B             | oard of Education  |
| 806 South Main St, Elkton, KY 42220             |  | , as Obligee, in   |
| the penal sum of five percent (5%) of total a   | amount bid                             | DOLLARS,   |
| lawful money of the United States of Ar         | merica, for the payment of             | which, well and truly to be made, we bind  |
| ourselves, our heirs, executors, administration | rators, successors and assig           | ns, jointly and severally, firmly by these   |
| presents.                                       |  |  |
| WHEREAS the said Principal is herewith s        | submitting a hid or proposal f         | For Todd County Central High School  |
| Track and Field Renovation                      | submitting a old of proposal r         | or read county contain rings sensor  |
| shall pay the Obligee the difference, not ex    | sceeding the penal sum hereof          | by the contract, or if the Principal or Surety<br>f, between the amount of the contract entered<br>lates and the amount bid or proposed by the<br>full force and effect. |
| SIGNED this 17th                                | day of _May                            |  |
|   | Principal  By: Jaw.  David Biggerstaff | Surance Company  |
|   | By:<br>Bart T.Rowland                  | Attorney-in-fact   |

General Power . of Attorney

#### CERTIFIED COPY

### 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 ARMERS 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

SARY THOMAS ROWLAND, BART T. ROWLAND, JOINTLY OR SEVERALLY

and State of KY its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, lace and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided, however, that the penal sum of any one such instrument executed hereunder shall not exceed FIVE MILLION DOLLARS AND NO CENTS (\$5,000,000)—

THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE JUARANTEE, OR BANK DEPOSITORY BONDS.

nd 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 and to bind any of the Companies thereby as fully and to the same extent as it such bonds were signed by the President, sealed with the corporate eal 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 VESTFIELD 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 any behalf of the Company subject to the following provisions:

nd 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 eliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all offices 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 ower of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile eal 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

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE OMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 11th day of EPTEMBER A.D., 2006 .

Corporate Seals Affixed

tate of Ohio ounty of Medina

WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr., Senior Executive

On this 11th day of SEPTEMBER A.D., 2006, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly worn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD ATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above istrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed y order of the Boards of Directors of said Companies; and that he signed his name thereto by like order,

Notarial Seal Affixed

tate of Ohlo ounty of Medina



William J. Kahelin, 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 SURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said ompanies, 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 I full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohlo, this HA day of

ALCONOMINATION MAN



Frank A. Carrino, Secretary

DOACH (combined) (06-02)