



October 28, 2019

Mr. Charles Adams, Supt.  
Harlan Independent Board of Education  
420 E. Central St.  
Harlan, KY 40831

RE: Spencer County High School Culinary Arts Lab Renovation  
BG No. 19-362, SCB Project No. 1950

***TOPIC: Recommendation of Award of Contract***

Dear Mr. Adams:

On October 3, 2019, Spencer County Schools received bids for construction of the above listed project.

We have reviewed the bids and related documents submitted by three bidders. The apparent low bidder is Churchill McGee, LLC of Lexington, KY with a base bid amount of \$283,700. Attached is the Bid Tab.

Sherman Carter Barnhart has not worked with Churchill McGee on school projects before and asked for references; all three references had good experience with Churchill McGee on larger projects and would recommend their services for this project. Shrout Tate Wilson was familiar with the subcontractors except for KHI for mechanical and plumbing work. They reviewed KHI's resume and contacted their references and find them to be acceptable.

The amount listed on the BG-1 for Construction is \$235,000. The apparent low base bid of \$283,700 is higher than that amount. We asked for a breakout of cost from Churchill McGee; both the general conditions and mechanical/plumbing came in \$30,000 higher than anticipated.

We hope the above will assist you and the Board in making your final decision to proceed with award of contract. Please do not hesitate to contact us with any questions or concerns.

Sincerely,

A handwritten signature in black ink that reads "Allison Commings". The signature is fluid and cursive, with a large, stylized 'A' and 'C'.

Allison Commings, AIA, LEED AP  
Project Manager

Attachments – Bid Tab Form; Churchill McGee's Form of Proposal and Bid Bond; Draft BG-1

cc: Charles Adams, Jim Oliver, Vicki Goodlett, James Bauman, Kevin Cheek, Whitley Casey, File  
1950-C

X:\Projects\2019\1950\Letters & Memos\Award of Contract.docx

Sherman Carter Barnhart Architects  
2405 Harrodsburg Road  
Lexington, KY 40504

859 224 1351 Office  
859 224 8446 Fax  
scbarchitects.com



## BID TAB

**Project:** Spencer County High School Culinary Arts Lab Renovation  
**Bid Date:** Thursday, October 3, 2019  
**Bid Time:** 3:00 p.m. Local Time  
**Location:** Spencer County High School  
**SCB Project No.** 1950

Contractor	Bid Signed	Bid Security	Acknowledge Add. No. 1 & 2	Bid Amount
Martin Construction Co.	X	X	X	\$325,000.00
EH Construction, LLC	X	X	X	\$313,000.00
Churchill McGee, LLC	X	X	Verify	\$283,700.00

BG No. 19-362

Date: 10.3.2019 To: (Owner) Spencer Co. Board of Education

Project Name: Spencer County High School Culinary Arts Lab Renovation Bid Package No. N/A

City, County: Taylorsville, Spencer

Name of Contractor: Churchill McGee, LLC

Mailing Address: 1315-C W. Main Street Lexington KY 40505

Business Address: 1315-C W. Main Street Lexington KY 40505 Telephone: 859-389-6976

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 2 ? MEMO (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: \$283,200.00

Use Figures

SEVEN HUNDRED

TWO HUNDRED EIGHTYTHREE THOUSAND

Dollars & ZERO

Cents

Use Words for both dollars and cents

**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 (from the Base Bid)
Alt. Bid No. 1	N/A			
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.**

**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> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (to be filled out by the contractor)
1.	Masonry	MILESTONE
2.	Interior Framing/Ceilings	PRIME
3.	Concrete	PRIME
4.	Kitchen Equipment	CET
5.	Fire Protection	BROWN
6.	Plumbing	KHI
7.	Mechanical	KHI
8.	Electrical	CHAMBERLAIN
9.	Spray Foam Roofing	PURE FOAM
10.		
11.		
12.		
13.		
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17.		

	<b>BRANCH OF WORK</b> (to be filled out by the Architect)	<b>SUBCONTRACTOR</b> (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 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.	Kitchen Hood System	ALLIED TECH.	KTECH HOODS
2.	Kitchen Equipment Item 1	CIT	AMERICAN RANGE
3.	Kitchen Equipment Item 2	CIT	SOUTHBEND
4.	Kitchen Equipment Item 6	CIT	JOHN BOOS
5.	Kitchen Equipment Item 9 & 10	CIT	JOHN BOOS (NO. 9), NO 10 (N/A)
6.	Kitchen Equipment Item 12	CIT	JACKSON
7.	Kitchen Equipment Item 15	CIT	JOHN BOOS
8.	Gyp. Bd.	FOUNDATION BUILDING MATERIAL	CONTINENTAL
9.	Spray Foam Roofing	NCSI	GE SILICONE
10.			
11.			
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18.			

	<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)
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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> (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)
1.	Wall Type 1	4.65	SF
2.	Wall Type 2	18.00	SF
3.	1" Insulated Water Piping Installed Above Ceiling	10.00	LF
4.	3" Sanitary Sewer Piping Installed 36" below finish floor	32.00	LF
5.	1" EMT Conduit	4.00	LF
6.	GFI Receptacle Installed	150	EA
7.	Kitchen Equipment Item 1 - <sup>LABOR</sup> <sub>MAT.</sub>	\$ 603.6	EA
8.	Kitchen Equipment Item 9 - <sup>LABOR</sup> <sub>MAT.</sub>	\$ 1212.05	EA
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19.			



	<b><u>WORK</u></b> (to be filled out by the Architect)	<b><u>PRICE / UNIT</u></b> (to be filled out by the Contractor)	<b><u>UNIT</u></b> (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.**

	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER DESCRIPTION</u></b> (to be filled out by the Contractor)	<b><u>PURCHASE ORDER AMT.</u></b> (to be filled out by the Contractor)
1.	C&T	Kitchen Equipment	\$31,297.40
2.			
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	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
20.	TBD		
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	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER DESCRIPTION</u> (to be filled out by the Contractor)	<u>PURCHASE ORDER AMT.</u> (to be filled out by the Contractor)
45.			
46.			
47.			
48.			
49.			
50.			

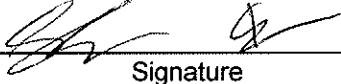
**TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS:**

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: CHURCHILL McGUIRE, LLC

AUTHORIZED REPRESENTATIVE'S NAME:   
Signature

AUTHORIZED REPRESENTATIVE'S NAME(printed): KYLE WITHERS

AUTHORIZED REPRESENTATIVE'S TITLE: ESTIMATOR

**NOTICE:** Bid security must accompany this proposal if the Base Bid price is greater than of \$25,000. \$100,000.  
(change effective June 3, 2019.)

This form shall not be modified.

# **AIA** Document A310™ – 2010

## **Bid Bond**

### **CONTRACTOR:**

(Name, legal status and address)

**Churchill McGee, LLC**

**1315 West Main St, Ste. C  
Lexington, KY 40508**

### **OWNER:**

(Name, legal status and address)

**Spencer County Board of Education  
207 W. Main Street  
Taylorsville, KY 40071-8619  
BOND AMOUNT: 5% of Amount Bid**

### **SURETY:**

(Name, legal status and principal place of business)

**Old Republic Insurance Company  
P.O. Box 789  
Greensburg, PA 15601**

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.

### **PROJECT:**

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

**Culinary Arts Lab Classroom Renovation**

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 **4th** day of **October**

**2019**

  
(Witness)

  
(Witness)

**Churchill McGee, LLC**

(Principal)

(Title)

**Old Republic Insurance Company**

(Surety)

  
(Title) **Melissa Propst, Attorney-in-Fact**

**CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.**

Init.

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081110





# OLD REPUBLIC INSURANCE COMPANY

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

STEVEN M. BAAS, MELISSA PROPST, BENJAMIN P. DYCUS, CHRISTOPHER J. WISEMAN, KENNETH ALBERT, LAKALA CARTER, OF BOWLING GREEN, KY

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

### ALL WRITTEN INSTRUMENTS

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

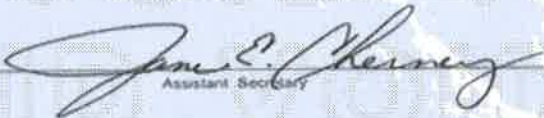
RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 20TH day of MAY, 2019.

OLD REPUBLIC INSURANCE COMPANY

  
Assistant Secretary

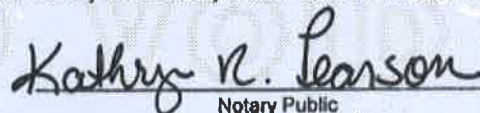


  
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 20TH day of MAY, 2019, personally came before me, ALAN PAVLIC and JANE E CHERNEY to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



  
Notary Public

My commission expires: 9/28/22

(Expiration of notary commission does not invalidate this instrument)

### CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

72-1032



Signed and sealed at the City of Brookfield, WI this 4th day of October, 2019.

  
Assistant Secretary

VAN METER INSURANCE GROUP

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.



# BG1 Project Application Form (Revised)

## (Ref# 17451)

Form Status: Saved

Tier 3 Project: Spencer Co High School Family &amp; Consumer Science Lab Renovation

BG Number: 19-362

District: Spencer County (541)

Status: Active

Phase: Project Initiation ([View Checklist](#))

Construction Delivery Method

General Contractor

Procurement Standard

Model Procurement

Reason for Revision

Post bid revision

Emergency

No

## Project Type and Description

### Applicable Items

New Building	No
Addition	No
Major Renovation	No
GESC	No
Roofing	No
HVAC	Yes
ADA Compliance	Yes
Life Safety / Security	Yes
Minor Project	Yes
Minor Project Description	
Interior fit-up.	
New Relocatable Classroom	No
Equipment / Furnishings Procurement	No
Site Acquisitions	No

## District Facility Plan (DFP)

Compliance with 702 KAR 4:180 and 702 KAR 4:160

DFP Approval Date 6/1/2019

DFP Priority

**2c.1 - Spencer County High School**

Estimated Cost: \$12,250,816.00

Facility: No Data

Project Not Listed on DFP No

## Inventory

Facility Name

Spencer County High School (B10001634)



## Scope

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Provide a Complete Narrative of the Proposed Project

The project consists of DFP, Capital Construction Priority 2C.1 - Renovation of existing Family and Consumer Science Lab (CTE)

Work Related to Project But Excluded from this BG1 Scope

N/A

## Financial Plan

### Probable Costs

Proposed Plan to Finance Application

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Total Construction Cost	\$283,700.00
Construction Contingency	\$14,185.00
Architect / Engineer Fee	\$30,852.38
Construction Manager Fee	
Fiscal Agent Fee	
Bond Discount	
Equipment / Furnishings	
Equipment / Computers	
Technology Network System (KETS)	
Site Acquisition	
Site Survey	
Geotechnical Investigations	
Special Inspections	
Commissioning	
Advertising	\$211.40
Printing	\$3,685.28

### Other Probable Costs

---

Title	Amount
Plan Review Fee	\$285.00
No Data	
No Data	
Total Project Cost	\$332,919.06

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### Funds Available

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Bond Sale - SFCC	
Bond Requirement - SFCC	
Local FSPK Bond Sale	
Local General Fund Bond Sale	
Cash - SFCC Requirement	
Cash - Building Fund	\$332,919.06
Cash - Capital Outlay	
Cash - Investment Earnings	

Cash - General Fund  
City - County - KYTC Reimbursement  
KETS  
Federal Funds  
External Partner Agreement

Residual Funds

BG Number	Fund Source	Amount
No Data	No Data	No Data
Residual Funds Total:		\$0.00

Other Available Funds

Title	Amount
No Data	
No Data	
No Data	
Total Funds Available	\$332,919.06

BG1 Signature Page (Online Form Ref# 17451)

The signing of this financial document certifies the above stated funds are available and designated for this project during this fiscal year.

Superintendent	Date
Finance Officer	Date
Chairman	Date

NOTE: Any district anticipating the financing of this and/or other projects in a combined school revenue Bond should discuss the financing with the Director/Branch Manager, KDE - District Financial