

BG No. **N/A**

Date: 04/26/2022

To: **Hardin County Board of Education**

Project Name: **Asphalt Pavement Repairs – Lakewood Elementary School**

City, County: **Stephensburg, Hardin**

Name of Contractor: Scotty's Contracting & Stone, LLC

Mailing Address: P.O. Box 631 Elizabethtown, Ky 42702

Business Address: 913 N. Mulberry Elizabethtown, Ky 42701 Telephone: 270.737.5555

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 for **Asphalt Pavement Repairs – Lakewood Elementary School**, I/We submit the following lump sum price of:

\$232,210.70

Use Figures

Two Hundred Thirty Two Thousand Two Hundred Ten Dollars & Seventy Cents

Use Words

Use Words

**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.

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total</u>
0001	Edge Key	1	LF	\$35.00	\$35.00
0002	Cold Mill (1.5 inch maximum depth)	1	SY	\$4.00	\$4.00
0003	1.5 inch asphalt surface overlay	1	SY	\$8.00	\$8.00
0004	2-foot wide concrete curb & gutter	1	LF	\$80.00	\$80.00
0005	Repair deteriorated pavement	1	SY	\$37.50	\$37.50

**CONTRACT TIME**

The bidder shall substantially complete the **Asphalt Pavement Repairs – Lakewood Elementary School** as specified herein. Work shall be accomplished in a manner as to create as little disturbance as possible to daily activities at the sites on or before 31 July 2020.

**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.	Earthwork	N/A
2.	Asphalt Milling and Paving	N/A
3.	Concrete Repair & Replacement	McMichael's Concrete Construction, Inc.
4.	Pavement Markings	Quality Sealing & Striping
5.	Turf Re-establishment	N/A
6.		

**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: Scotty's Contracting & Stone, LLC

AUTHORIZED REPRESENTATIVE'S NAME: \_\_\_\_\_

  
Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Christopher Smith

AUTHORIZED REPRESENTATIVE'S TITLE: Estimator, Project Manager

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

This form shall not be modified.

Asphalt Pavement Repairs – Lakewood Elementary School  
For Hardin County Board of Education

**ADDENDUM NO. 1**

Date Issued: Tuesday, 22 April 2022 (via email)

**Contract drawings and documents shall be changed in these particulars and these particulars only:**

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This addendum consists of clarifications and contract document changes as a result of questions during the required Pre-Bid Meeting. No additional contract time is allowed and the **bid date remains the same**, Tuesday, April 26, 2022 at 10:00 am EDT at the board room of the Hardin County Board of Education, 65 W A Jenkins Road, Elizabethtown, Kentucky 42701

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1. On Drawing No. C-3, delete Construction Note 5 in its entirety. No crushed stone will be required along shoulder of resurfaced pavement.
2. On Drawing No. C-4, delete Construction Note 9 in its entirety. No crushed stone will be required along shoulder of resurfaced pavement.
3. On Drawing No. C-5, delete Construction Note 14 in its entirety. No crushed stone will be required along shoulder of resurfaced pavement.
4. A copy of the current list of plan holders has been included as a portion of this Addendum. Current List of Plan Holders are:

NAME

Scotty's Contracting (Chris Smith)  
Louisville Paving (Joey Smith)


EMAIL ADDRESS

[christophers@scottyscontracting.com](mailto:christophers@scottyscontracting.com)  
[jsmith@loupaving.com](mailto:jsmith@loupaving.com)

Each plan holder submitting a bid on this project must acknowledge receipt of this addendum by signing below and attaching a copy of this form to the bid, or by listing the addendum in the appropriate location on the bid form included with the bid solicitation package. Failure of the bidder's acknowledgement to be received at the place designated for the receipt of bids prior to the hour and date specified may result in rejection of the bid. Except as provided herein, all terms and conditions of the solicitation, as heretofore changed, remains unchanged and in full force and effect.

If there are any questions regarding the contents of this addendum, please contact Michael Billings or Warren Clifford at Engineering Design Group, Inc.

I, the undersigned, acknowledge receipt of Addendum No. 1 for Asphalt Pavement Repairs at Lakewood Elementary School for Hardin County Board of Education.

Christopher Smith   
Name (Print) Signature

Scotty's Contracting & Stone, LLC 4/26/22  
Company Name (Print) Date

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END OF ADDENDUM NO. 1

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# AIA® Document A310™ – 2010

## Bid Bond

**CONTRACTOR:***(Name, legal status and address)***Scotty's Contracting & Stone, LLC****2300 Barren River Road  
Bowling Green, KY 42101****OWNER:***(Name, legal status and address)***Hardin County Board of Education  
65 W A Jenkins Road  
Elizabethtown, KY 42701  
BOND AMOUNT: 5% of Amount Bid****SURETY:***(Name, legal status and principal place of business)***Western Surety Company  
151 N Franklin St.  
Chicago, IL 60606**

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)***Lakewood Elementary School- Asphalt Pavement Repairs**

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 **26th** day of **April** **2022**

  
(Witness)

  
(Witness)

**Scotty's Contracting & Stone, LLC**

(Principal)  (Seal)

(Title) **PHILLIP KEMP, VP**

**Western Surety Company**

(Surety)  (Seal)

(Title) **LaKala Carter, 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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06/13/10

THE UNITED STATES OF AMERICA

DEPARTMENT OF JUSTICE

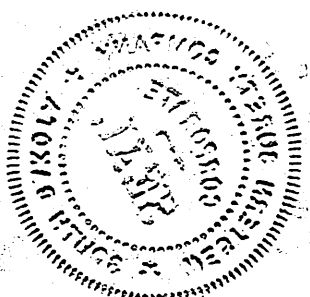
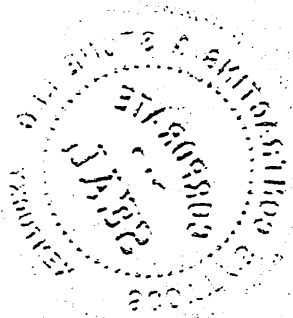
OFFICE OF THE ATTORNEY GENERAL

WASHINGTON, D. C.

RECEIVED

1964

1964



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

**Know All Men By These Presents**, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Charles Cecil Martin, Melissa Propst, Bruce A Barrick, LaKala Carter, Individually**

of Bowling Green, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

**In Witness Whereof**, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of June, 2021.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

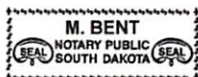
State of South Dakota  
County of Minnehaha

} ss

On this 24th day of June, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 26th day of April, 2022



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [\\*\\*\\*.cnasurety.com](http://***.cnasurety.com) > Owner / Obligor Services > Validate Bond Coverage, if you want to verify bond authenticity.

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

