

BG No. 23-289

Date: 11/13/23 To: (Owner) Mercer County Board of Education

Project Name: King Middle School Restroom Renovation - Rebid Bid Package: NA (GC)

City, County: Harrodsburg, Mercer County, Kentucky

Name of Contractor: DB GENERAL CONTRACTING LLC

Mailing Address: PO BOX 911028 LEXINGTON, KY 40591

Business Address: 212 INDUSTRY PKWY UNIT 4 NICHOLASVILLE Telephone: 859.536.4352

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:

\$698,000.00

Use Figures

SIX HUNDRED + NINETY EIGHT THOUSAND Dollars & NO 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 from the Base Bid
Alt. Bid No. 1	Porcelain Tile Flooring	<u>28,000</u>		<input type="checkbox"/>
Alt. Bid No. 2	Mid-Height Tile Walls	<u>12,000</u>		<input type="checkbox"/>
Alt. Bid No. 3	Full-Height Tile Walls	<u>18,000</u>		<input type="checkbox"/>
Alt. Bid No. 4	Battery-Operated Flush Valves	<u>2,500</u>		<input type="checkbox"/>
Alt. Bid No. 5				<input type="checkbox"/>
Alt. Bid No. 6				<input type="checkbox"/>
Alt. Bid No. 7				<input type="checkbox"/>
Alt. Bid No. 8				<input type="checkbox"/>
Alt. Bid No. 9				<input type="checkbox"/>
Alt. Bid No. 10				<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.

	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (to be filled out by the contractor)
1.	Tile	MAJOR'S FLOORING
2.	Flake Epoxy	MAJOR'S FLOORING
3.	Toilet Partitions	GRAYHAWK
4.	Painting	WESECO
5.	Masonry	LINDSAY MASONRY
6.	Acoustical Ceiling Tile	GRAYHAWK
7.	Electrical	THREEWIRE ELECTRIC
8.	HVAC	COMFORTMASTER HVAC
9.	Plumbing	YOUNG BROTHERS PLUMBING
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	<u>BRANCH OF WORK</u> (to be filled out by the Architect)	<u>SUBCONTRACTOR</u> (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.

	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (to be filled out by the Contractor)
1.	Tile	MAJOR'S FLOORING	
2.	Flake Epoxy	MAJOR'S FLOORING	
3.	Toilet Partitions	CONCRETON LUMBER	
4.	Painting		
5.	CMU	CLAY INGELS	
6.	Acoustical Ceiling Tile	GRAYHAWK	
7.	Plumbing Fixtures	YOUNG BROTHERS	
8.	Lighting Fixtures	THREEWIRE ELECTRIC	
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	<u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u> (to be filled out by the Architect or Contractor)	<u>SUPPLIER</u> (to be filled out by the Contractor)	<u>MANUFACTURER</u> (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	Floor tile		/SF
2	Wall tile		/SF
3	Flake epoxy		/SF
4	6" neck supply diffuser with 5' of flexible duct		/EA
5	12" neck exhaust grille with 5' of flexible duct		/EA
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	<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)
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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.

	<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)
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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)
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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.			
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# Bond Request

DB General Contracting, LLC

Contractor Business Name

**PREQUALIFICATION ONLY - NO BOND NEEDED AT THIS TIME NEEDED.**

## PROJECT INFORMATION - COMPLETE FOR BID AND FINAL BONDS

5/20/2024

Estimated Start Date

2 months

Time to Complete

0 years

Maintenance Period (Years)

\$ /per day

Liquidated Damages

Mercer County School Board

Project Owner Name (Usually a Government Agency)

King Middle School Restroom Renovation

Project Name

530 Perryville St

Project Owner Address

Remodel 5 existing bathrooms

Scope of Work

Harrodsburg

City

KY

State

40330

Zip Code

Does the project owner require special bond forms?

No

Yes, please attach a copy

**BID BOND - NEED BOND TO SUBMIT A BID**

11/14/2023

Date of Bid

\$ 700,000.00

Total Bid Estimate

\$ 725,000.00

Engineer's Estimate

5%

Bid Bond % or \$ Amount

**FINAL BOND - JOB HAS BEEN AWARDED**

What type of bond is needed (check only one)?

Performance & Payment (most common)

Performance Only

Payment Only

Supply Only

Maintenance Only

BID RESULTS

How was the bid secured?

Cashier's Check

Bid Bond

Negotiated

Bid Results; Please provide the next 2 lowest bids

\$

2nd Lowest Bid

\$

3rd Lowest Bid

Date of Contract

\$

Total Contract Amount

Project Location City/State

%

% of Work Subcontracted



PO Box 471023  
Charlotte, NC 28226  
Phone: (800) 438-1162  
Fax: (704) 364-3214

This form must be returned to The Bond Exchange within five (5) Business days after the release of the project bid results. We must notify the Surety.

Without these results, Final Payment and Performance bonds will not be approved.

Contractor's Name: DB General Contracting, LLC  
Project Name: King Middle School Restroom Facilities Renovations - R  
Bid Bond Number: BB403097  
Bid Bond Estimate: 700000.00  
Date of Bid: 2023-11-14

WERE YOU LOW BIDDER:  YES  NO

PLEASE COMPLETE THE FOLLOWING:

<u>BIDDER</u>	<u>AMOUNT</u>
Low Bid: _____	\$ _____
2 <sup>nd</sup> Bid: _____	\$ _____
3 <sup>rd</sup> Bid: _____	\$ _____

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**DB General Contracting, LLC**  
Po 911028, Lexington, KY 40591  
(859) 536-4352

**SURETY:**

*(Name, legal status and principal place of business)*

**Jet Insurance Company**  
11440 Carmel Commons Blvd Ste 207 Charlotte, NC 28226  
8004381162

**OWNER:**

*(Name, legal status and address)*

**Mercer County School Board**  
530 Perryville St  
Harrodsburg KY 40330

**BOND AMOUNT:**

Not to Exceed: **Thirty-five Thousand** ( **\$35,000.00** ) Dollars

**PROJECT:**

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

**King Middle School Restroom Facilities Renovations - Rebid**  
961 Moberly Rd, Harrodsburg, KY 40330

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 **14th** day of **November** **2023**

**DB General Contracting, LLC**

\_\_\_\_\_  
*(Principal)* *(Seal)*

\_\_\_\_\_  
*(Witness)*


\_\_\_\_\_  
*(Title)* **Jet Insurance Company**

\_\_\_\_\_  
*(Surety)* **David Gonsalves**

\_\_\_\_\_  
*(Title)* **Attorney In Fact**

\_\_\_\_\_  
*(Title)*



  
\_\_\_\_\_  
*(Witness)* **Nick Brady**



By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance.

**JET INSURANCE COMPANY**  
**POWER OF ATTORNEY**

NOW ALL BY THESE PRESENTS: That **JET INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of North Carolina, having its principal office in Charlotte, North Carolina does hereby constitute and appoint

Name	Limit of Liability per Bond
<b>David Gonsalves</b>	<b>\$35,000.00</b>

its true and lawful Attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, provided that the liability of such shall not exceed the limit stated above.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon **JET INSURANCE COMPANY** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of the following resolutions adopted by the Board of Directors of **JET INSURANCE COMPANY** by unanimous written consent dated August 03, 2018, of which the following is a true excerpt:

RESOLVED that the President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority to appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, attach the Seal of the Company thereto and deliver, bonds, undertakings, contracts of indemnity, recognizances and other writings obligatory in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke, at any time, any such Attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted by unanimous written consent dated August 3, 2018, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the Seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution on behalf of the Company and delivery of any bond, undertaking, contract of indemnity, recognizance and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, **JET INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 17<sup>th</sup> day of May, 2023.



**JET INSURANCE COMPANY**

*Spencer Sllno*

*Richard Popp*

**STATE OF NORTH CAROLINA**  
**County of Mecklenburg**

**Spencer Sllno, President**

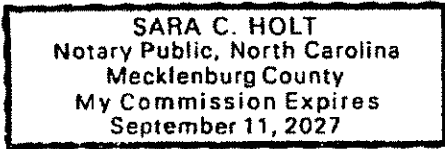
**Richard Popp, Secretary**

On this 17th day of May, 2023 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of Jet Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of said Company.

*Sara C. Holt*

Sara C. Holt  
Notary Public, State of North Carolina  
County of Mecklenburg  
My Commission Expires 09/11/2027

IN WITNESS WHEREOF, I have hereunto set my hand at Jet Insurance Company offices the day and year above written.



I, Richard Popp, Secretary of **JET INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by **JET INSURANCE COMPANY**, which is still in full force and effect.

IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 14th day of November, 2023.



*Richard Popp*

**Richard Popp, Secretary**