



February 24, 2024

Teresa Morgan
Superintendent
Hardin County Schools
65 W. A. Jenkins Road
Elizabethtown, KY 42701

**RE: Hardin County Schools
Athletic Turf Field Project at CHHS (BG 24-101)
Asphalt Overlay at CHHS Sports Complex**
Receipt of Bids – Review and Analysis

Dear Teresa:

On Tuesday, February 8, 2024, at 2:00 PM, bids were received for the above referenced projects. Eight bids were received for the sub-base work, this includes the excavation, drainage, stone base, concrete curb, sports equipment, the grass practice field and all site improvements at Central Hardin High School. Two bids were received for the Asphalt Overlay at the Central Hardin Sports Complex. The artificial turf and its installation are being procured via State Term Co-Op pricing and is addressed further down in this letter. Below is a summary of the bids, in alphabetical order:

Artificial Turf Site Work

<u>General Contractor</u>	<u>Bid Amount (Base Bid)</u>	
Bryne & Jones Construction	\$1,016,000.00	
Dirt Works	\$568,595.00	
Hellas Construction	\$957,250.00	
The Motz Group	\$625,898.00	
Nationwide Sports Construction	\$892,000.00	
O'Heil Site Solution	\$772,000.00	
Scott & Murphy	\$857,900.00	
Vescio's Sportsfield	\$891,723.05	

<u>General Contractor</u>	<u>Alternate #1</u>	<u>Base plus Alternat #1</u>
Bryne & Jones Construction	\$75,000.00	\$1,091,000.00
Dirt Works	\$50,000.00	\$618,595.00
Hellas Construction	\$44,000.00	\$1,001,250.00
The Motz Group	\$0.00	\$625,898.00
Nationwide Sports Construction	Not Indicated	NA
O'Heil Site Solution	\$0.00	\$772,000.00
Scott & Murphy	\$84,100.00	\$942,900.00
Vescio's Sportsfield	Not Indicated	NA

Alternate #1 is an 8-year sub-base warranty that matches the 8-year warranty that being given by the Athletic Turf Surface manufacturer and installer.

A copy of the KDE Form of Proposal is attached for review.

JRA Architects has reviewed the Form of Proposal, dated February 8, 2024, and associated bid documents submitted for the Athletic Turf Project at CHHS (BG# 24-101). This letter summarizes our bid evaluation and recommendations.

In evaluating the bidders, it was noted that Dirt Works, while an experienced site work contractor, did not have the required experience of two (2) successful artificial turf field sub-base installations in the previous 5 years. The Motz Group did have the required experience.

The Form of Proposal document submitted by The Motz Group appears to be properly executed. The bidder has acknowledged receipt of addenda and has completed the Lump Sum Proposal page. The bidder has signed the Bid and a Bid Bond has been provided.

Unit Prices

The Unit Prices were submitted by The Motz Group, have been reviewed, and are acceptable.

Primary List of Proposed Subcontractors

The Motz group has listed their subcontractors in their proposal as required. The list of subcontractors has been reviewed and is acceptable.

List of Suppliers and Manufacturers

The Motz Group's list of Suppliers and Manufacturers has been reviewed by JRA Architects. The list of materials and equipment has been reviewed. Subject to compliance with contract document requirements, we find the suppliers and manufacturers proposed for use on the project to be acceptable.

Turf Field Site Work Summary

JRA Architects has thoroughly reviewed The Motz Group's Form of Proposal for the Site work. JRA Architects recommends acceptance of The Motz Group's proposal for the Athletic Turf Site Work and Alternate 1 for the contract amount of:

\$625,898.00 for the Athletic Turf Site Work Project @ CHHS

The Bid evaluation is based on the information contained in the bidder's Form of Proposal submittal and other information made available to the design team at the time of the bid review. This evaluation is not intended to certify that the bidder has or will comply with all contract requirements. It is expected that during the submittal phase of the project the bidder will furnish complete shop drawings, samples, project data and other information as necessary to fully document compliance with project requirements.

Asphalt Overlay @ Central Hardin High School Sports Complex

<u>General Contractor</u>	<u>Bid Amount (Base Bid)</u>
Riverside Paving	\$86,950.00
Scotty's Paving	\$72,750.00

JRA Architects has reviewed the Form of Proposal, dated February 8, 2024, and associated bid documents submitted for the Asphalt Overlay at the Central Hardin Sports Complex. This letter summarizes our bid evaluation and recommendations.

Based on the Revised BG-1, our recommendation reflects Scotty's Paving as the apparent low bidder.

The Form of Proposal document submitted by Scotty's Paving appears to be properly executed. The bidder has acknowledged receipt of addenda and has completed the Lump Sum Proposal page. The bidder has signed the Bid and a Bid Bond has been provided.

Unit Prices

Unit prices were requested, have been reviewed, and are acceptable.

Primary List of Proposed Subcontractors

Scotty's Paving has listed subcontractors on their proposal as required. The list of subcontractors has been reviewed and is acceptable.

List of Materials and Equipment

The List of Materials and Equipment, has been reviewed by JRA Architects. The list of materials and equipment has been reviewed and is acceptable. Subject to compliance with contract document requirements, we find the materials and equipment proposed for use on the project to be acceptable.

Asphalt Overlay Summary

JRA Architects has thoroughly reviewed Scotty's Paving Form of Proposal submittal, and JRA Architects recommends acceptance of Scotty's Paving low bid for the contract amount of:

\$72,750.00 for the Asphalt Overlay @ the CHHS Sports Complex

The Bid evaluation is based on the information contained in the bidder's Form of Proposal submittal and other information made available to the design team at the time of the bid review. This evaluation is not intended to certify that the bidder has or will comply with all contract requirements. It is expected that during the submittal phase of the project the bidder will furnish complete shop drawings, samples, project data and other information as necessary to fully document compliance with project requirements.

COST ANALYSIS OF THE ATHLETIC TURF SURFACE SYTSEM PROPOSALS

On Tuesday, February 8, 2024, at 2:00 PM, six proposals were received for the Artificial Turf Surface System material & installation at Central Hardin High School. The procurement method used for this portion of the project was the State Term/Co-Op Pricing method. The base bid includes turf surface, infill, & shock pad, The graphics include football & soccer field markings, mid-field Bruins logo, two-color outlined endzone letters, colored endzones, outline numbers and arrows, outlined 20 & 50-yard lines, 2-yd. colored border, two-color team areas, lacrosse goal marking and (3) sponsor logos. Price includes a sweeper/groomer. There is an 8-year turf warranty and G-Max testing.

Turf Surface System Provider/Installer

The Motz Group

Central Hardin HS

\$644,635.00

ALTERNATES

The Motz Group offer three (3) voluntary alternates for the Turf Surface system:

- No.1 Motz 365 TrackAide – (3) yearly visits to pressure clean and scrub running track surface = add of \$21,000.00
- **No. 2 Motz 365 (FieldAide) – Annual deep clean of turf field surface system, GMAX testing, 7 additional years = Included \$0.00**
- No. 3 Turf Option 2 – Motz's CrossFlex 25 oz. 2: dual fiber turf system with rubber/sand infill and shock pad = Deduct of (\$7,500)

Turf Surface Overlay Summary

JRA Architects has thoroughly reviewed The Motz Group proposal for the Artificial Turf Surface System and recommends acceptance of The Motz Group proposal along with Alternate #2 (7-year turf surface cleaning) for the contract amount of:

\$644,635.00 for the Turf Surface System Installation @ CHHS

The Proposal evaluation is based on the information contained in the bidder's Proposal and other information made available to the design team at the time of the proposal review. This evaluation is not intended to certify that the bidder has or will comply with all contract requirements. It is expected that during the submittal phase of the project the bidder will furnish complete shop drawings, samples, project data and other information as necessary to fully document compliance with project requirements.

PROJECT SUMMARY

JRA Architects, in conjunction with Mike Billings with Engineered Design Group, has determined the combined proposals from The Motz Group for the Turf Field Site Work and the Turf Field Surface System represents the best value for the Hardin County Schools.

JRA Architects has thoroughly reviewed the Form of Proposal from The Motz Group (Site Work), Scotty's Paving (Asphalt Overlay) and The Motz Group Turf Surface system proposal. Based on the revised BG-1, JRA Architects recommends acceptance of the following bids and proposal and the previously recommended alternatives:

Hardin County Schools
Athletic Field Projects at CHHS (BG 24-101) & Asphalt Overlay
Receipt of Bids – Review and Analysis

Turf Field Site Work w/ alternate #1 – The Motz Group	\$625,898.00
Turf Field Turf Surface w/ alternate #2 – The Motz Group	\$644,635.00
TOTAL for CHHS Artificial Turf Field	\$1,270,533.00
<hr/>	
Asphalt Overlay (no alternates) - Scotty's Paving	\$72,750.00
GRAND TOTAL =	\$1,343,283.00

Respectfully submitted,

JRA Architects



Eric P. Steva, AIA, LEED AP BD+C
Project Manager

202272/BD

Enclosure:

The Motz Group - Site Work Form of Proposal
The Motz Group - Turf Field Surface System Proposal
Scotty's Paving – Asphalt Overlay Form of Proposal



TO: John Stith, Chief Operations Officer – Hardin County Schools
FROM: Stephen Torbeck, Senior Field Consultant - The Motz Group
DATE: February 22, 2024
RE: Central Hardin High School Stadium Surface

Surface Pricing

BID ITEM	DESCRIPTION	PRICE
Described generally as providing services for the installation of synthetic turf surface including turf, markings, infill, etc...		
Surface (101,000sf)	Furnish and install The Motz Group's 24/7 41oz 2" slit film turf system with rubber/sand infill over a shock pad	\$644,635
ALTERNATES		
ALTERNATE 1 (Motz365 TrackAide)	Provide The Motz Group's annual multi-step light track cleaning program which includes 1 visit per year for the first 3 years, a total of 3 visits. Process includes cleaning the track surface with pressurized water, scrub the track surface, evaluate track and provide a report to the Owner. (1-2 Day Process)	ADD \$21,000
ALTERNATE 2 (Motz365 FieldAide)	Provide The Motz Group's annual multi-step deep clean Motz365® program which includes a once a year visit for 7 visits throughout the life of the warranty to provide decompaction, vacuuming, contact disinfectant, GMAX testing and report for owner's files	INCLUDED
ALTERNATE 3 (Turf Option 2)	Furnish and install The Motz Group's CrossFlex 35oz 2" dual fiber turf system with rubber/sand infill over a shock pad	DEDUCT \$7,500
DOES NOT include taxes, prevailing wages, union wages, design, payment and performance bond or permitting fees		

SCOPE OF WORK

PRECONSTRUCTION

- Project management overseen by The Motz Group
- Participate and lead a preconstruction meeting with the owner's team



- Provide submittals for turf system

TURF INSTALLATION

- Install shock pad
- Secure all 15' wide main panels of turf by using premium adhesives to ensure maximum bonding on all seams and inlays
- Furnish and install field markings per the concept PF1.12
- Furnish and install crumb rubber and sand

MAINTENANCE & WARRANTY

- Provide owner's manuals **AND** training by The Motz Group and our Motz Group employed technicians
- Provide The Motz Group's industry leading **Cover3®** warranty which covers synthetic turf materials and workmanship for eight (8) years.
 - 24-hour response time to play critical areas (48-hr to all others)
 - Any time training on care of field and maintenance
 - Provide GreensGroomer

ASSUMPTIONS

- One mobilization to site
- Does not include prevailing/ union wages, permitting/design fees, or bonds
- Does not include permits, fees, licenses, or engineering (including stamped drawings) costs associated with permitting or design of site or stormwater management requirements
- Does not include any base and or drainage remediation that is not specifically called out above
- Does not include relocating, replacing, repairing, supplying, or reconnecting any existing or proposed utilities including but not limited to; water, electric, sanitary, cable, fiber optic, gas, etc.... that is not specifically called out above
- Does not include allowances for asphalt or concrete repair to access drives or parking surfaces that's not specifically called out above (excludes negligence)
- Does not include installation of any access road, fencing, concrete or attic stock
- Does not include any sports equipment that is not specifically called out above
- Does not include 3rd party surface warranty
- Pricing good for 30 days from 2.22.2024

BG No. 24-101

Date: February 8th, 2024 To: (Owner) Hardin County Schools

Project Name: Central Hardin HS Artificial Turf Field – Site Work Bid Package No. _____

City: Elizabethtown, County: Hardin

Name of Contractor: The Motz Group, LLC.

Mailing Address: 1 Motz Way, Cincinnati, OH 45244

Business Address: 1 Motz Way, Cincinnati, OH 45244 Telephone: 513-533-6452

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, 2, 3, 4 (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:

\$625,898
Use Figures

Six hundred twenty-five thousand, eight hundred ninety-eight 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 from the Base Bid)
No. 1	8-Year Sub-Base Warranty			<input checked="" type="checkbox"/>
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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.	Excavation	Caliber Construction, Inc.
2.	Site Utilities	Caliber Construction, Inc.
3.	Underdrain Installation	Caliber Construction, Inc.
4.	Stone Sub-base Installation	Caliber Construction, Inc.
5.	Goal Posts & Play Clock Posts Installation	The Motz Group, LLC.
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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.

	<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.	Stone Sub-base	Scotty's Contracting and Stone	Scotty's Contracting and Stone
2.	Drainage Piping	Advanced Drainage Systems	Advanced Drainage Systems
3.	Goal Posts	Sportfield Specialties	Sportfield Specialties
4.	Concrete	SRM Concrete	SRM Concrete
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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.	Undercut for unsuitable soils (CY) – includes undercut of unsuitable soils, hauling (off-site), and backfill with #2 stone (compacted) with geo-grid.	\$117.68	CY
2.	1-1/2" PVC electrical conduit (LF) – includes pull string and installed per code.	\$22.05	LF
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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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	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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	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:

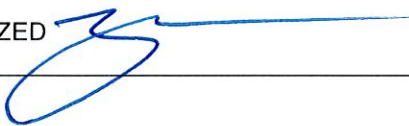
In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's 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: The Motz Group, LLC.

AUTHORIZED



REPRESENTATIVE'S



NAME:

Signature

AUTHORIZED

REPRESENTATIVE'S

NAME

(printed):

AUTHORIZED REPRESENTATIVE'S TITLE: CEO

NOTICE: Bid security must accompany this proposal if the Base Bid price is greater than of \$100,000.

This form shall not be modified.

 **AIA** Document A310™ – 2010**Bid Bond****CONTRACTOR:***(Name, legal status and address)*

The Motz Group, LLC
1 Motz Way
Cincinnati, OH 45244

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

United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960
Inc. in DE

OWNER:*(Name, legal status and address)*

Hardin County Schools Board of Education
65 W.A. Jenkins Road
Elizabethtown, KY 42701

BOND AMOUNT: \$ Five Percent of Amount Bid (5%)**PROJECT:***(Name, location or address, and Project number, if any)*

JRA Project #202372, KDE BG 24-101, Central Hardin High School Athletic Turf Field Site Work and Asphalt Overlay, 3040 Leitchfield Rd., Cecilia, KY 42724

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

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.

Init.

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User Notes:


(3B9ADA2A)

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 2nd day of February, 2024



(Witness)



(Witness) Jacki Bryant

The Motz Group, LLC

(Contractor as Principal) (Seal)



(Title) CEO

United States Fire Insurance Company

(Surety) (Seal)

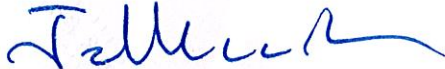


(Title) Jeffrey M. Wilson, Attorney-in-Fact

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Jeffrey M. Wilson, Attorney-in-Fact, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification 11:00:56 ET on 02/02/2024 under Order No. 4104240693 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A310™ - 2010, Bid Bond, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

Jeffrey M. Wilson, Attorney-in-Fact

(Title)

February 02, 2024

(Dated)

**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

50915

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Jeffrey M. Wilson, Richard H. Mitchell, William M. Smith, Robert R. Freel, Anna K. Childress, Mark W. Edwards, II, Alisa B. Ferris,
Robert Read Davis

each, 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 and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

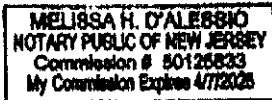
UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.



Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 02 day of February 20 24

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay, Senior Vice President



To Whom it May Concern,

The Motz Group reserves the right to withdraw, without penalty, its bid for the Central Hardin HS Artificial Turf Field - Site Work should Hardin County Schools select another vendor for the synthetic turf surface.

Respectfully Submitted,

Stephen Torbeck

BG No. 24-101

Date: 02/08/2024 To: (Owner) Hardin County Schools

Project Name: Central Hardin HS Asphalt Overlay Bid Package No. 2. Asphalt Overlay at Athletic Complex

City: Elizabethtown, County: Hardin

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

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

Business Address: 913 N. Mulberry Street 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 Addendum #1 - 01/29/2024
Addendum #2 - 02/01/2024 (Insert the addendum numbers received or the word "none" if no addendum
Addendum #3 - 02/02/2024 received.)
Addendum #4 - 02/05/2024

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:

\$72,750.00
Use Figures

Seventy Two Thousand Seven Hundred Fifty 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 from the Base Bid
N/A				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<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> <small>(to be filled out by the Architect)</small>	<u>SUBCONTRACTOR</u> <small>(to be filled out by the contractor)</small>
1.	Grading	None
2.	Milling	None
3.	Pavement Markings	Quality Sealing & Striping
4.		
5.		
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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.	Stone Sub-base	Scotty's Contracting + Stone	Scotty's Contracting + Stone
2.	Asphalt	Scotty's Contracting + Stone	Scotty's Contracting + Stone
3.			
4.			
5.			
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16.			
17.			

	<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)
18.			
19.			
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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.	1-1/2" Depth Milling (SY)	\$3.50	SY
2.	1-1/2" Depth Asphalt Overlay (SY)	\$8.65	SY
3.	Full Depth Pavement Section (SY)	\$34.60	SY
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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)
1.	N/A	N/A	N/A
2.			
3.			
4.			
5.			
6.			
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8.			
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19.			

	<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.	N/A	N/A	N/A
21.			
22.			
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44.			

	<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.	N/A	N/A	N/A
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:
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 \$100,000.

This form shall not be modified.

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)

Central Hardin High Schools Athletic Turf Field Asphalt Overlay

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 8th day of February 2024

(Witness)

(Witness)

Scotty's Contracting & Stone LLC

(Principal)

(Title)

Western Surety Company

(Surety)

(Title) LaKala Carter, Attorney-in-Fact

(Seal)

(Seal)

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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061110



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, Steven M Baas, Brian L Sewell, Bruce A Barrick, Kenneth Albert, Lakala Carter, Melissa Propst, Christiaan Volkert, Daphne Sanders, 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 and Resolutions 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 6th day of July, 2023.

WESTERN SURETY COMPANY

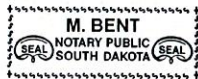


Larry Kasten
Larry Kasten, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of July, 2023, before me personally came Larry Kasten, 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 a 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
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 and Resolutions 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 8th day of Feb, 2024



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary