

SECTION 00300

BID FORM

BID PROPOSAL
Entrance Widening

Allen County Board of Education
Scottsville, KY 42164

The undersigned hereby certifies that to the best of his or her knowledge and belief, the cost or pricing data submitted is accurate, complete and current as of date set forth hereon.

The undersigned hereby certifies that he/she has carefully examined the specifications and is familiar with the type of services to be furnished as set forth.

The undersigned proposes to provide the construction services as set forth on the plans in a satisfactory manner in accordance with the specifications for the following price:

DESCRIPTION	UNIT	UNIT PRICE	
1. Clearing and Grubbing	Acre	\$25,945.11(Base-Bid)	\$36,627.17(ALT)
2. Earthwork	Cu. Yd.	\$ 39.13 (Base-bid)	\$40.09 (ALT)
3. Maintain and Control Traffic	L.S.	\$ 2,045.41	
4. Remove and Reset Fence	Lin. Ft.	\$ 22.13	
5. Seeding and Protection	Sq. Yd.	\$ 0.57	
6. Temporary Seeding and Protection	Sq. Yd.	\$ 0.29	
7. Temporary Mulch	Sq. Yd.	\$ 0.19	
8. Initial Fertilizer	Ton	\$ 0.02/sq.ft	
9. Erosion Control Blanket	Sq. Yd.	\$ 2.95	
10. Edge Key	Lin. Ft.	\$ 13.25	
11. Temporary Silt Fence	Lin. Ft.	\$ 3.38	
12. Clean Temporary Silt Fence	Lin. Ft.	\$ 0.78	
13. Silt Trap B	Each	\$ 317.29	
14. Clean Silt Trap Type B	Each	\$ 31.01	
15. Silt Trap Type C	Each	\$ 581.88	
16. Clean Silt Trap Type C	Each	\$ 113.96	
17. Culvert Pipe- 12 Inch (HDPE)	Lin. Ft.	\$ 136.04	
18. Storm Sewer Pipe- 36 Inch	Lin. Ft.	\$ 409.43	
19. Culvert Pipe-36 Inch RCP	Lin. Ft.	\$ 409.43	
20. Sloped Box Outlet -12 Inch	Each	\$ 2,399.03	
21. Pipe Culvert Headwall - 36 Inch	Each	\$ 5,025.09	
22. Class A Concrete	Cu. Yd.	\$ 337.01	
23. Remove Headwall	Each	\$ 759.26	
24. Remove and Reset Fence	Lin. Ft.	\$ 22.50	
25. Permanent Aluminum Sheet Signs	Sq. Ft.	\$ 146.11	
26. Steel Sign Post	Lin. Ft.	\$ 125.00	
27. Pavement Striping - Thermo - 4 Inch White	Lin. Ft.	\$ 2.62	
28. Pavement Striping - Thermo - 4 Inch Yellow	Lin. Ft.	\$ 2.62	

29. Pavement Marking – Thermo – 24 Inch Stop Bar White	- Lin. Ft.	\$ 21.00
30. Pavement Marking – Thermo Straight Arrow	Each	\$ 630.00
31. Pavement Marking – Thermo “ACIC” or “ACPC”	Each	\$ 735.00
32. DGA	Ton	\$ 28.72
33. Leveling and Wedging PG64-22	Ton	\$ 127.64
34. CL2 Asphalt Surface 0.38D PG64-22	Ton	\$ 109.33
35. CL2 Asphalt Base 0.75D PG64-22	Ton	\$ 97.61
36. Asphalt Material for Tack	Ton	\$ 693.78
37. Concrete Wheel Stops	Each	\$ 162.75
38. Speed Bump	L.S.	\$ 2,366.62
39. Pavement Marking – Thermo – 12 Inch White	Lin. Ft.	\$ 10.50
40. Demobilization	L.S.	\$34,975.55 (Base-Bid) \$41,320.96 (ALT)

MAIN BID TOTAL COST \$ **302,251.35**

ALTERNATE 1 TOTAL COST \$ **536,635.71**

ALTERNATE 2 TOTAL COST \$ **36,242.91**

The bidder herein certifies by signature that all specifications have been reviewed and that any variations to the specifications, including both exceptions to and enhancements to same are clearly spelled out in an attachment to this bid.

The bidder herein certifies by signature that all addendums issued to this bid offering, if any, have been reviewed and the bidder is fully aware of the implications of the addendums on the bid offering, and that a copy of each issued addendum is signed and attached hereto as evidence of receipt.

Are there any exceptions to the specifications set forth on bid? Yes___ No **X**

If “yes” please explain_____

Company or Individual Name **Scotty's Contracting & Stone, LLC**

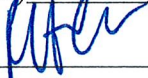
Doing Business As
(DBA)_____

Street Address **2300 Barren River Road**

P.O. Box
Number **PO Box 4500**

City, State, Zip
Code **Bowling Green, KY 42102**

Name (Printed) **Heath Crawford**

Signature 

Date Signed **05/16/2024**

Phone 270-781-3998

Fax 270-793-7273

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS

SECTION 00350

LIST OF PROPOSED SUBCONTRACTORS

- 1.01 List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate. Prior to the execution of the Contract, the Architect will notify the Bidder, in writing, if either the Owner or Architect, after due investigation, has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option (1) withdraw the Bid or (2) submit an acceptable substitute person or entity with an adjustment in the Base Bid or Alternate Bid to cover the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

- 1.02 Submit this list with the bid.

<i>Roadway Striping & Signs</i>	Reynolds Corporation
<i>Fencing</i>	<i>Superior Fence Systems, INC.</i>

SUBMIT THIS LIST WITH THE BID

END OF SECTION 00350

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 1 OF 2

FOR BIDS AND CONTRACTS IN GENERAL:

- I. Each bidder or offeror swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 45A.110](#) and [KRS 45A.115](#), neither the bidder or offeror as defined in [KRS 45A.070\(6\)](#), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.
 - b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in [KRS 45A.485](#); have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.
 - c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by [KRS Chapter 139](#), and will remain registered for the duration of any contract awarded.
 - d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

- II. Each contractor further swears and affirms under penalty of perjury, that:
- a. In accordance with [KRS 121.056](#), and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in [KRS 121.150](#) to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.
 - b. In accordance with [KRS 121.330\(1\) and \(2\)](#), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than \$5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

PAGE 2 OF 2

- c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of \$30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.



Signature

Heath Crawford

Printed Name

Construction Manager

Title

05/16/2024

Date

Company Name

Scotty's Contracting & Stone, LLC

Address

2300 Barren River Road

PO Box 4500

Bowling Green, KY 42102

Subscribed and sworn to before me by

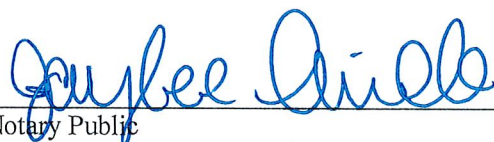
Heath Crawford

(Affiant)

Construction Manager

(Title)

of Scotty's Contracting & Stone, LLC this 16th day of May, 2024.
(Company Name)

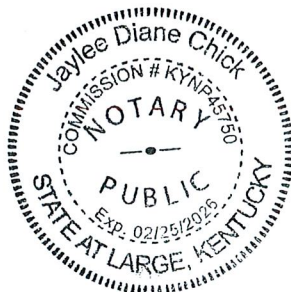


Notary Public

[seal of notary]

My commission expires:

02/25/2026



SECTION 00600

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we Scotty's Contracting & Stone, LLC

(Name of Principal)

As Principal, hereinafter called the Principal, and Western Surety Company

(Name of Surety)

a corporation duly organized under the laws of the State of South Dakota

as Surety, hereinafter called the Surety, are held and firmly bound unto _____

Allen County Board of Education as Obligees,
(Name of Obligees)

hereinafter called the Obligees, in the sum of Five Percent of Amount Bid

Dollars (\$ 5%)

for the payment of which sum well and truly to be made, the said Principal and the said surety,

bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally,

firmly by these presents. WHEREAS, the Principal has submitted a bid for
Dated May 16 2024, to Allen County Board of Education - Entrance Road Widening

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee 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, signed and sealed this 16th day of May A. D., 2024.

Scotty's Contracting & Stone, LLC

Chris Higgs (Seal)
(Principal)

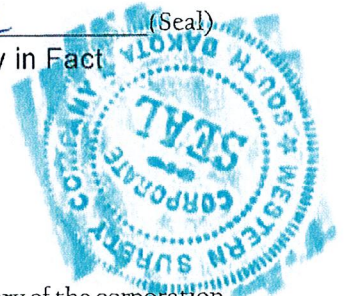
VP
(Title)

[Signature]

Western Surety Company (Seal)
(Surety)

LaKala Carter (Seal)
(Title) LaKala Carter, Attorney in Fact

[Signature]



CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Andrew Franklin certify that I am the Corporate Secretary of the corporation named as Principal in the within bond; that Chris Higgs who signed the said bond on behalf of the Principal was then VP of said corporation; that I knew his signature, and his signature thereto is genuine; and that said bond was duly signed, sealed and attested to for and in behalf of said corporation by authority of its governing body.

[Signature] (Corporate Seal)

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

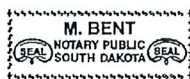
Larry Kasten, Vice President

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, 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 16th day of May, 2024



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Authorizing By-Laws and Resolutions

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.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”