

BG No. \_\_\_\_\_

Date: 5/29/24 To: (Owner) Dawson Springs Ind Schools \_\_\_\_\_

Project Name: High School Walk In Freezer Cooler Replacement \_\_\_\_\_

Bid Package No. \_\_\_\_\_

City, County: Dawson Springs, Hopkins \_\_\_\_\_

Name of Contractor: Comfort Pros Heating and Cooling LLC \_\_\_\_\_

Mailing Address: 424 N. Main St Greenville KY 42345 \_\_\_\_\_

Business Address: Same as Mailing Telephone: 270-543-6690

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:

\$298,500.00  
Use Figures

Two hundred & Ninety eight thousand five Dollars & Zero Cents  
Use Words Hundred dollars 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				<input type="checkbox"/>
Alt. Bid No. 2				<input type="checkbox"/>
Alt. Bid No. 3				<input type="checkbox"/>
Alt. Bid No. 4				<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"/>

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 SUPPLIERS AND MANUFACTURERS:**

List on the lines below each major material category for this project and the suppliers and manufacturers involved with that portion of work. Listing the supplier below means the Contractor is acknowledging authorization from the Supplier to include the Supplier in this bid.

The listing of more than one supplier or manufacturer in a material category shall invalidate the bid.

**A maximum of 40 suppliers and manufacturers will be acceptable with each bid. Do not add supplemental sheets for suppliers to this document.**

The bidder shall submit the list of suppliers and manufacturers within one (1) hour of the bid.

	<b><u>MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY</u></b> (to be filled out by the Architect or Contractor)	<b><u>SUPPLIER</u></b> (to be filled out by the Contractor)	<b><u>MANUFACTURER</u></b> (to be filled out by the Contractor)
1.	Casework Walk-in Cooler/Freezer	<i>Louisville Cooler</i>	<i>Louisville Cooler</i>
2.			
3.			
4.			
5.			
6.			
7.			
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12.			
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16.			
17.			
18.			

**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><u>BRANCH OF WORK</u></b> (to be filled out by the Architect)	<b><u>SUBCONTRACTOR</u></b> (to be filled out by the contractor)
1.	Earthwork	GFL Construction
2.	Concrete	GFL Construction
3.	Masonry	GFL Construction
4.	Roofing	GFL Construction
5.	Painting	GFL Construction
6.	Electrical	Pogue Electric
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		

Solicitation/Contract #: RBS 24003

**REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS**  
**CLAIMING RESIDENT BIDDER STATUS**

**FOR BIDS AND CONTRACTORS IN GENERAL:**

The bidder or offeror hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the entity bidding is an individual, partnership, association, corporation, or other business entity that, on the date the contract is first advertised or announced as available for bidding:

1. Is authorized to transact business in the Commonwealth:
2. Has for one year prior to and through the date of advertisement
  - a. Filed Kentucky corporate income taxes:
  - b. Made payments to the Kentucky unemployment insurance fund established in KRS 341.49: and
  - c. Maintained a Kentucky workers' compensation policy in effect.

The BIDDING AGENCY reserves the right to request documentation supporting a bidder's claim of resident bidder status. Failure to provide such documentation upon request shall result in disqualification of the bidder or contract termination.

Tyler Haley  
Signature

Tyler Haley  
Printed Name

President  
Title

5/29/24  
Date

Company Name Comfort Pros Heating & Cooling LLC  
Address 424 N. Main St  
Greenville KY 40345

Subscribed and sworn to before me by Tyler Haley President  
(Affiant) (Title)

of Robue Electric Service, Inc. this 29th day of May, 2024.  
(Company Name)

MaryBeth Rogue  
Notary Public

My commission expires: 3-18-24







Environmental and Public Protection Cabinet  
Office of Housing, Buildings and Construction  
Division of Building Codes Enforcement  
101 Sea Hero Rd  
Frankfort, KY 40601

Case Number: \_\_\_\_\_  
Project Name: Dawson Spring freezer/cooler  
City/County: \_\_\_\_\_

**AFFIDAVIT OF ASSURANCES  
PURSUANT OF KRS 198B.060(10)**

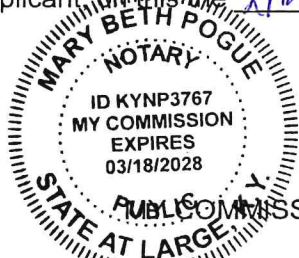
Comes the Applicant, (Please Print Name) Tyler Haley and states pursuant to KRS 198B.060(10), that all contractors and subcontractors employed or that will be employed on any activity under the above referenced project shall be in compliance with the Commonwealth of Kentucky requirements for Workers' Compensation Insurance (according to KRS Chapter 342) and Unemployment Insurance (according to KRS Chapter 341).

This the 5 day of 29, 2024.

Tyler Haley  
CONTRACTOR, OWNER OR OWNER'S AGENT

The foregoing Affidavit of Assurance was acknowledged and sworn to before me by

Tyler Haley, Applicant, on this the 29th day of May, 2024.



Mary Beth Pogue  
NOTARY PUBLIC  
KENTUCKY STATE AT LARGE

PUBLIC COMMISSION EXPIRES 3-18, 2024.

Note: This Affidavit of Assurances shall be submitted for any project under State jurisdiction and where there is no local building official. Persons claiming exemption to the Workers' Compensation Laws should file a Waiver with the Kentucky Department of Workers' Claims, Division of Security & Compliance, 657 1270 Louisville Road, Frankfort, Kentucky 40601. (800/554-8601).



**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: Comfort Pros Heating & Cooling LLC

AUTHORIZED REPRESENTATIVE'S NAME: Tyler Haley Signature

AUTHORIZED REPRESENTATIVE'S NAME (printed): Tyler Haley

AUTHORIZED REPRESENTATIVE'S TITLE: President

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

This form shall not be modified.



**Bid Bond**

KNOW ALL MEN BY THESE PRESENTS, that we Comfort Pro's Heating & Cooling LLC  
227 East Depot Street, Greenville, KY 42345  
as principal, hereinafter called the Principal, and **Granite Re, Inc., 14001 Quailbrook Drive, Oklahoma City, OK 73134**,  
a corporation duly organized under the laws of the State of Minnesota as Surety, hereinafter called the Surety, are held  
and firmly bound unto Dawson Springs Independent Schools  
118 East Arcadia Street, Dawson Springs, KY 42408  
as Obligee, hereinafter called the Obligee, in the sum of \*\*\*\* Five Percent of Bid Amount (5%) \*\*\*\*  
for 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  
Project: Dawson Springs High School Freezer Expansion

Bid Date: 05/30/2024

The conditions of this Bond are such that if the Obligee accepts the bid of the Principal within the time specified in the bid documents or within such time period as may be agreed to by the Obligee and Principal, and the Principal either (1) enters into a contract with the Obligee 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 Obligee, 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 Obligee the difference, not to exceed the amount of this Bond, 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. The Surety hereby waives any notice of an agreement between the Obligee and Principal to extend the time in which the Obligee 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, and the Obligee and Principal shall obtain the Surety's consent for an extension beyond sixty (60) days.

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 05/30/2024

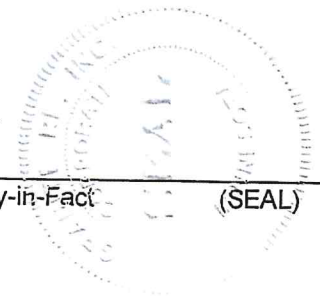
Comfort Pro's Heating & Cooling LLC

[Signature]  
Witness

President  
Title (SEAL)

Granite Re, Inc.

[Signature]  
Kenneth D. Whittington, Attorney-in-Fact (SEAL)





**GRANITE RE, INC.  
GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

KENNETH D. WHITTINGTON; KYLE MCDONALD its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

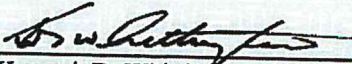
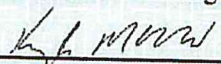
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

KENNETH D. WHITTINGTON; KYLE MCDONALD may lawfully do in the premises by virtue of these presents.

**In Witness Whereof**, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Assistant Secretary, this 31<sup>st</sup> day of July, 2023.

STATE OF OKLAHOMA    )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

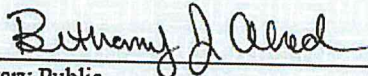


  
\_\_\_\_\_  
Kenneth D. Whittington, President  
  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary

On this 31<sup>st</sup> day of July, 2023, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Assistant Secretary of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Assistant Secretary, respectively, of the Company.

My Commission Expires:  
April 21, 2027  
Commission #: 11003620



  
\_\_\_\_\_  
Bethany J. Alred  
Notary Public

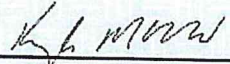
**GRANITE RE, INC.  
Certificate**

THE UNDERSIGNED, being the duly elected and acting Assistant Secretary of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

“RESOLVED, that the President, any Vice President, the Assistant Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking.”

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
May 30, 2024 .



  
\_\_\_\_\_  
Kyle P. McDonald, Assistant Secretary