

August 2, 2019

Kevin Neal, Judge Executive Marshall County Fiscal Court 1101 Main Street Benton, KY 42025

Re: Bridge Replacement Bid-Houser Road Bridge

Judge Neal,

Jim Smith Contracting is pleased to place a bid for the referenced project as advertised in the attached Bridge Proposal as follows:

$\$373,\!384.00~LS$ (Three Hundred Seventy-Three Thousand Three Hundred Eighty-four Dollars and No Cents).

- This price includes <u>ALL</u> labor, material, and equipment necessary to construct a new 24' wide by 70' long PC Box Beam Bridge as detailed in the attached Bridge Proposal.
- Bid Bond attached

As always, JSC appreciates the opportunity to submit our bid. Feel free to contact us at your convenience with any questions or concerns.

Sincerely,

Bobby Hamilton, Project Manager

Jim Smith Contracting, LLC

Bonky HAMETA



Road Department

Houser Rd. – Smith Creek Bridge Proposal

Marshall Co. Fiscal Court is accepting <u>LUMP SUM</u> bids for the replacement of the existing concrete bridge over Smith Creek in Benton, KY. The site location is .3 miles West of KY 1949, on Houser Rd.

Scope of work:

Contractor shall remove the existing structure & dispose of the debris.

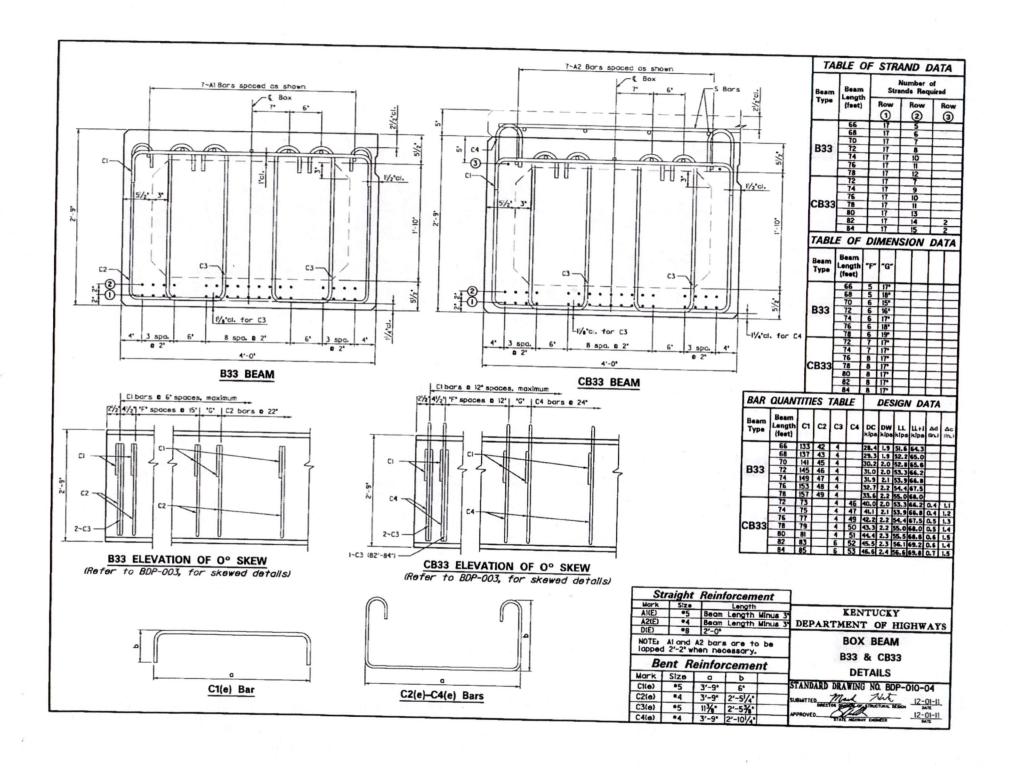
 Structure excavation for the new bridge length shall be required by contractor and spoil materials shall also be the responsibility of the contractor.

- Construct a new 24' wide by 70' long B33 box Beam Bridge, per KYTC standard drawing BDP-10-04.
 The beams shall include guardrail per current KYTC standard drawings BDP-005-05. Bridge
 foundations shall be constructed of steel piles and reinforced concrete per KYTC standard drawings
 BDE-001-01.
- The bridge will need to be installed at a 15 degree skew.
- Beam drawings, abutment sketches, and pile calculations shall be presented and approved by the Marshall County Road Superintendent for review prior to construction.
- Erosion Control and installation of Rip Rap for ditches and creek banks shall be installed by contractor.
- County will provide all stone, for the contractor, for the ditch and backfill if the native material is not usable.
- Construct a minimum of 150' asphalt approach for adequate roadway to bridge transition on each side of the bridge.
- Contractor is responsible for any required permitting for the site and the relocations of any utilities at the
 contractor's expense. A Locate has been called in so contractors can inspect the job site before
 bidding.
- Contractor must submit a bid bond equal to 5% of bid.
- Contractor responsible for barricading the jobsite with proper signage.
- Bridge must be completed before January 15th, 2020, unless the Road Superintendent grants an extension.

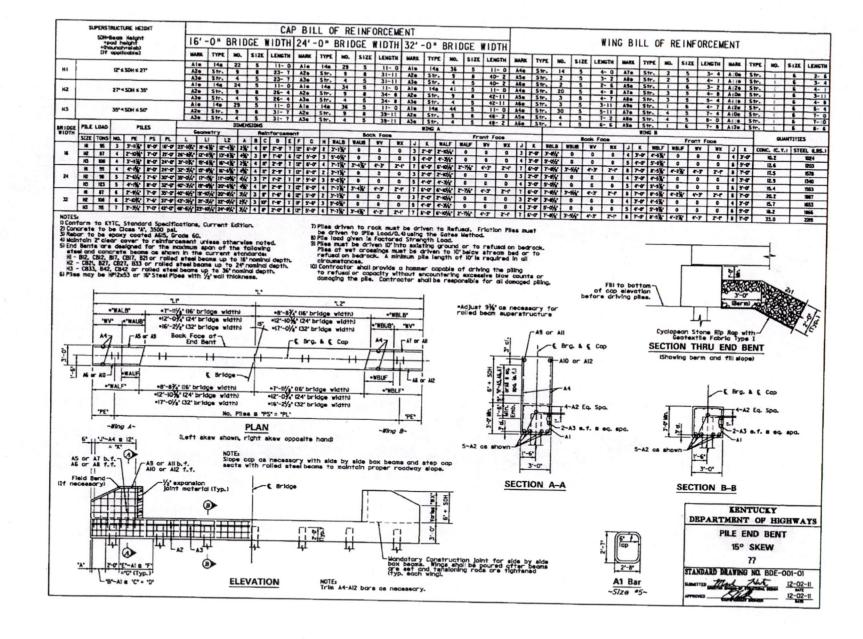
All materials and construction methods shall be governed by the current KYTC standard specifications for road and bridge construction. Bidders shall be Prequalified for Bridge Construction with the KYTC. Landowner agreements for any and all work conducted off the County Right of Way is the contractor's responsibility.

Bids shall be submitted to the Judge/Executive's office by 3:00pm, August 2nd, 2019. Bids will be awarded at the August 6th, 2019 Fiscal Court Meeting. Questions regarding the bid should be emailed to wendy.greer@marshallcountyky.gov. The Marshall County Fiscal Court reserves the right to reject any or all bids.

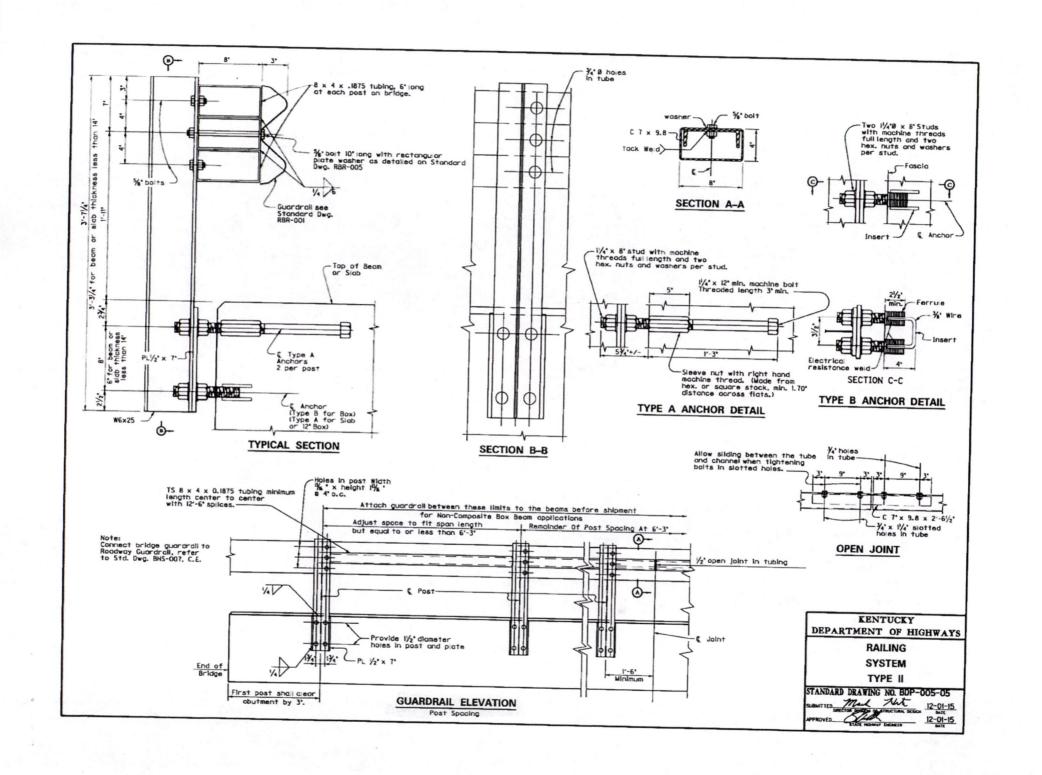
160 Homer Lucas Ln., Benton, KY 42025 - Phone: (270) 527-3173 Fax: (270) 252-0978



DRAWING SCALES







BID BOND

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA Hartford, Connecticut 06183

CONTRACTOR:

JIM SMITH CONTRACTING COMPANY LLC 1108 DOVER ROAD GRAND RIVERS KY 42045 SURETY:

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA ONE TOWER SQUARE HARTFORD CT 06183

OWNER-

MARSHALL COUNTY FISCAL COURT 160 HOMER LUCAS LANE BENTON, KY 42025

BOND AMOUNT: \$ FIVE PERCENT OF AMOUNT BID

PROJECT: HOUSER ROAD - SMITH CREEK BRIDGE REPLACEMENT,

BENTON, KY

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 2ND day of AUGUST, 2019

JIM SMITH CONTRACTING COMPANY LLC

(Principal)

(Seal)

TRAVELERS CASUALTY & SURETY COMPANY OF AMERICA

(Surety)

BY:

(Title) CHRIS GUNN, ATTORNEY-IN-FACT



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Chris Gunn, of Benton, Kentucky, their true and lawful Attorney-in-Fact tosign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.







State of Connecticut

City of Hartford ss.

Ву:

Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, **2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal

My Commission expires the 30th day of June, 2021

C. TETRE MOTANIA PUBLIC TO

Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 2

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HARTFORD,

COMPANIE ASSESSMENT OF THE PROPERTY OF THE PRO

Kevin E. Hughes, Assistant Secretary