



723 Harvard Drive - Owensboro, Kentucky 42301-6185
 Phone: (270) 683-1158 Fax: (270) 683-2446 E-mail: office@rbsdesigngroup.com

RBS 18010
 April 30, 2019
 2:00 pm

BID TABULATION

Craig Thomas, Architect

MARSHALL COUNTY FISCAL COURT NEW MULTI-PURPOSE BUILDING MARSHALL COUNTY, KENTUCKY

CONTRACTOR	ADDENDA	BID BOND	TOTAL BASE BID	ALTERNATE 1 HVLS FAN	ALTERNATE 2 RELIEF HOOD
DK Construction, Inc. Calvert City, KY	X	X	\$ 2,159,592	\$ 14,775	\$ 10,672
Evrard Company, Inc. Marion, IL	X	X	\$ 1,989,995	\$ 13,116	\$ 9,472
Travis Construction Calvert City, KY.	X	X	\$ 2,098,000	\$ 14,200	\$ 10,210

SECTION 00410 - FORM OF PROPOSAL

Date: 4-30-19 To: (Owner) Marshall County Fiscal Court
 Project Title: New Multi-purpose building
 City, County: Benton, Marshall County
 Name of Contractor/Supplier: DK Construction Inc.
 Mailing Address: Po Box 388 Calvert City, Ky 42029
 Business Address: 5165 Gilbertsville Highway Calvert City, Ky 42029
 Telephone: 270-395-7656 Fax: 270-395-1975

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on 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.)

The undersigned bidder acknowledges the current prevailing wage rates included in the specifications.

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:

\$ 2,159,592⁰⁰
Use Figures
two million one hundred and fifty-nine thousand Dollars & zero Cents
Use Words five hundred and ninety-two Use Words

ALTERNATE BIDS (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1 (HVLS fan) (Add/Deduct) \$ Add \$ 14,775⁰⁰
 Alternate Bid No. 2 (Relief hood, exh. fan, etc.)(Add/Deduct) \$ Add \$ 10,472⁰⁰

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 terms, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
Trench Excavation	\$ 16.04	/ per cu. yd.
Hand Excavation	\$ 212.50	/ per cu. yd.
Bulk (Mass) Excavation	\$ 22.75	/ per cu. yd.
Rock Excavation and Backfill	\$ 196.00	/ per cu. yd.
Asphalt	\$ 188.96	/ per ton
Dense Grade Aggregate (DGA)	\$ 59.10	/ per cu. yd.
Concrete Paving	\$ 65.77	/ per s.y.
Reinforced concrete footings	\$ 624.00	/ per cu. yd.
Cast-In-Place Concrete (4" slab over vapor barrier & 4" DGA)	\$ 53.60	/ s.y.
Cast-In-Place Concrete (6" slab over vapor barrier & 6" DGA)	\$ 61.80	/ s.y.
Cast-In-Place Concrete (sidewalk - 4" slab over 4" DGA)	\$ 52.96	/ s.y.
Unit Masonry (8" CMU)	\$ 31.00	/ s.f.
Interior Metal Wall Panels (installed over 1/2" furring)	\$ 6.84	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on one side.)	\$ 5.73	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on both sides.)	\$ 7.17	/ s.f.
6" Pipe Bollard	\$ 502.14	/ each
4" Rubber Base	\$ 3.34	/ LF
Painting	\$ 3.75	/ s.f.
Acoustical Panel Ceiling and Grid	\$ 4.24	/ s.f.
Hollow Metal Door and Frame	\$ 2,100.00	/ each
Metal Locker	\$ 500.00	/ each unit
1" PVC Conduit, Buried	\$ 7.70	/ LF
4" PVC Conduit, Buried	\$ 13.20	/ LF
120V, 20A Duplex Outlet, Installed	\$ 27.50	/ each
Metal Single Gang Box, Installed	\$ 8.80	/ each
20 Amp 1 Pole Breaker, Installed	\$ 55.00	/ each
1/2-inch EMT Conduit, Installed	\$ 3.85	/ LF
Type EX1 Light Fixture, Installed	\$ 16.50	/ each

NOTE: The bidder shall submit the above list of unit prices with the bid.

LIST OF PROPOSED SUBCONTRACTORS

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. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Architect may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractor will be at no additional cost to the Owner, as the contractor has full responsibility.

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.

BRANCH OF WORK/MATERIAL CATEGORY

SUBCONTRACTOR/SUPPLIER

Site Clearing	Charlie Nelson Excavating
Earthwork	Charlie Nelson Excavating
Termite Control	A-Action Pest Control
Concrete	DK Construction
Masonry	DK Consttaction
Interior Architectural Woodwork	DK Consttuction
Joint Sealants	Slinkard Painting
Exterior Insulation & Finish System	Johnson Plaster
Steel Doors & Frames	DK Construction
Aluminum Entrances and Storefronts	Reliable Glass
Door Hardware	DK Construction
Glazing	Reliable Glass
Gypsum Board Assemblies	Johnson Plaster
Rubber Base	DK Construction
Acoustical Ceilings	Johnson Plaster
Painting / High Performance Coatings	Slinkard Painting
Pre-Engineered Metal Building	DK Construction
Plumbing	West Ky Industrial
Plumbing Insulation	Triangle Enterprises
Insulation	DK Construction / Johnson Plaster
HVAC	Triangle Enterprises
HVAC Insulation	Triangle Enterprise
Test, Adjustment, and Balance	Triangle Enterprises
Electrical	Jays Electric
Communications	Jays Electric
Fire Alarm	Jays Electric

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION
DIVISION AND CATEGORY

MANUFACTURER

Concrete	
Brick	
Concrete Masonry Units	
Joint Sealants	
Building Insulation	
Exterior Insulation and Finish Systems	
Steel Doors & Frames	
Aluminum Entrances and Storefronts	
Door Hardware	
Locksets	
Closers	
Exit Devices	
Glazing	
Gypsum Board Assemblies	
Acoustical Panel Ceiling	
Paint	
Signs	
Fire Extinguishers & Cabinets	
Toilet Accessories	
Pre-Engineered Metal Building	
Plumbing Fixtures	
Drinking Fountains / Water Coolers	
Domestic Water Heaters	
Vibration / Seismic Controls	
Air Compressors	
Packaged HVAC Units	
Furnace HVAC Units	
Ductless Split Systems	
Gas Unit Heaters	
Electric Unit Heaters	
Ventilating Fans	
HVLS Fans	
Grilles and Diffusers	
Louvers	
Power Generators	

Transfer Switches	
Electric Panel Boards	
Wiring Devices	
Light Fixtures	
Fire Alarm Systems	

NOTE: The apparent low bidder shall submit the above list of materials within one hour of bid receipt time, or provide with the bid.

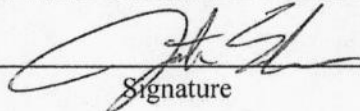
TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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: DK Construction

AUTHORIZED REPRESENTATIVE: 
Signature

NAME (typed): Justin Edwards

TITLE: President

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE TTPB Construction Inc. dba DK Construction Co., Inc.
Highway 292, P.O. Box 388, Calvert City, KY 42049

as Principal, hereinafter called the Principal, and Great American Insurance Company
301 East Fourth Street, Cincinnati, OH 45202

a corporation duly organized under the laws of the State of OH

as Surety, hereinafter called the Surety, are held and firmly bound unto Marshall County Fiscal Court

1101 Main St, Benton, KY 42025, Benton, KY 42025

as Obligee, hereinafter called the Obligee, 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 Marshall County Fiscal Court, New Multi-Purpose Building, Marshall County, Location: Homer Lucas Lane, Benton, KY 42025

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 materials 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 30th day of April, 2019

David Powell
(Witness)

TTPB Construction Inc. dba DK Construction Co., Inc.

(Principal)

(Seal)

By: JH

Pres.
(Title)

Chris Little
(Witness)

Great American Insurance Company

(Surety)

(Seal)

By: Candace Plybon

Attorney-in-Fact Candace Plybon

(Title)

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than **FOUR**

No. 0 20800

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof, provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
DEBORAH DAVIS	ALL	ALL
CAROL HAMBY	LEXINGTON, KENTUCKY	\$100,000,000
CHARLES PEDEN		
CANDACE PLYBON		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 23RD day of JULY, 2016



Stephen C. Beraha
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

STATE OF OHIO, COUNTY OF HAMILTON - ss:

DAVID C. KITCHIN (677-377-2405)

On this 23RD day of JULY, 2016, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



Susan A. Kohorst
Notary Public, State of Ohio
My Commission Expires 05-18-2020

Susan A. Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 30 day of April, 2019



Stephen C. Beraha
Assistant Secretary

SECTION 00410 - FORM OF PROPOSAL

Date: 4/30/2019 To: (Owner) Marshall County Fiscal Court

Project Title: New Multi-Purpose Building

City, County: Draffenville, Marshall County

Name of Contractor/Supplier: TRAVIS CONSTRUCTION INC.

Mailing Address: Po Box 248, Calvert City, KY 42029

Business Address: 5045 Gilbertsville Hwy./Calvert City, KY

Telephone: 270-395-2770 Fax: 270-395-0010

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on 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 (Insert the addendum numbers received or the word "none" if no addendum received.)

The undersigned bidder acknowledges the current prevailing wage rates included in the specifications.

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:

\$ 2,098,000.00

Use Figures

Two Million Ninety Eight Thousand

Dollars &

Zero

Cents

Use Words

Use Words

ALTERNATE BIDS (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1 (HVLS fan) (Add/Deduct) \$ 14,200.00

Alternate Bid No. 2 (Relief hood, exh. fan, etc.)(Add/Deduct) \$ 10,210.00

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 terms, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
Trench Excavation	\$ 12.00	/ per cu. yd.
Hand Excavation	\$ 25.00	/ per cu. yd.
Bulk (Mass) Excavation	\$ 8.00	/ per cu. yd.
Rock Excavation and Backfill	\$ 25.00	/ per cu. yd.
Asphalt	\$ 95.00	/ per ton
Dense Grade Aggregate (DGA)	\$ 42.00	/ per cu. yd.
Concrete Paving	\$ 150.00	/ per s.y.
Reinforced concrete footings	\$ 145.00	/ per cu. yd.
Cast-In-Place Concrete (4" slab over vapor barrier & 4" DGA)	\$ 40.00	/ s.y.
Cast-In-Place Concrete (6" slab over vapor barrier & 6" DGA)	\$ 50.00	/ s.y.
Cast-In-Place Concrete (sidewalk - 4" slab over 4" DGA)	\$ 38.00	/ s.y.
Unit Masonry (8" CMU)	\$ 12.50	/ s.f.
Interior Metal Wall Panels (installed over 1/2" furring)	\$ 6.00	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on one side.)	\$ 5.50	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on both sides.)	\$ 6.75	/ s.f.
6" Pipe Bollard	\$ 500	/ each
4" Rubber Base	\$ 2.10	/ LF
Painting	\$ 1.25	/ s.f.
Acoustical Panel Ceiling and Grid	\$ 4.06	/ s.f.
Hollow Metal Door and Frame	\$ 1,300	/ each
Metal Locker	\$ 575	/ each unit
1" PVC Conduit, Buried	\$ 7.35	/ LF
4" PVC Conduit, Buried	\$ 12.65	/ LF
120V, 20A Duplex Outlet, Installed	\$ 26.25	/ each
Metal Single Gang Box, Installed	\$ 8.50	/ each
20 Amp 1 Pole Breaker, Installed	\$ 53.00	/ each
1/2-inch EMT Conduit, Installed	\$ 3.75	/ LF
Type EX1 Light Fixture, Installed	\$ 160.00	/ each

NOTE: The bidder shall submit the above list of unit prices with the bid.

LIST OF PROPOSED SUBCONTRACTORS

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. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Architect may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractor will be at no additional cost to the Owner, as the contractor has full responsibility.

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.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
Site Clearing	Nelson Trucking & Excavating
Earthwork	Nelson Trucking & Excavating
Termite Control	Southern Pest Control
Concrete	Travis Construction Co., Inc.
Masonry	Travis Construction Co., Inc.
Interior Architectural Woodwork	Reynolds Doyle
Joint Sealants	Travis Construction/ Johnson Plaster
Exterior Insulation & Finish System	Travis Construction Co., Inc.
Steel Doors & Frames	Travis Construction Co., Inc.
Aluminum Entrances and Storefronts	Jones Glass
Door Hardware	Accurate Door & Hardware
Glazing	Jones Glass
Gypsum Board Assemblies	Johnson Plaster
Rubber Base	Travis Construction Co., Inc.
Acoustical Ceilings	Johnson Plaster
Painting / High Performance Coatings	Travis Construction Co., Inc.
Pre-Engineered Metal Building	Travis Construction Co., Inc.
Plumbing	ICI Mechanical
Plumbing Insulation	ICI Mechanical
Insulation	Johnson Plaster
HVAC	Triangle Enterprises
HVAC Insulation	Triangle Enterprises
Test, Adjustment, and Balance	Thermal Balance
Electrical	Jay's Electric
Communications	Jay's Electric
Fire Alarm	R. Carr & Associates

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERS

MATERIAL DESCRIPTION BY SPECIFICATION
DIVISION AND CATEGORY

MANUFACTURER

Concrete	
Brick	
Concrete Masonry Units	
Joint Sealants	
Building Insulation	
Exterior Insulation and Finish Systems	
Steel Doors & Frames	
Aluminum Entrances and Storefronts	
Door Hardware	
Locksets	
Closers	
Exit Devices	
Glazing	
Gypsum Board Assemblies	
Acoustical Panel Ceiling	
Paint	
Signs	
Fire Extinguishers & Cabinets	
Toilet Accessories	
Pre-Engineered Metal Building	
Plumbing Fixtures	
Drinking Fountains / Water Coolers	
Domestic Water Heaters	
Vibration / Seismic Controls	
Air Compressors	
Packaged HVAC Units	
Furnace HVAC Units	
Ductless Split Systems	
Gas Unit Heaters	
Electric Unit Heaters	
Ventilating Fans	
HVLS Fans	
Grilles and Diffusers	
Louvers	
Power Generators	

Transfer Switches	
Electric Panel Boards	
Wiring Devices	
Light Fixtures	
Fire Alarm Systems	

NOTE: The apparent low bidder shall submit the above list of materials within one hour of bid receipt time, or provide with the bid.

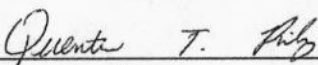
TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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: Travis Construction Co., Inc.

AUTHORIZED REPRESENTATIVE: 
Signature

NAME (typed): Quentin T. Riley

TITLE: Project Manager/Estimator

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

END OF SECTION

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Travis Construction Co., Inc.

5045 Gilbertsville Highway, Calvert City, KY 42029

as Principal, hereinafter called the Principal, and The Ohio Casualty Insurance Company

175 Berkeley Street, Boston, MA 02116

a corporation duly organized under the laws of the State of NH

as Surety, hereinafter called the Surety, are held and firmly bound unto Marshall County Fiscal Court

1101 Main St. #7, Benton, KY 42025

as Obligee, hereinafter called the Obligee, 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 Marshall County Multi-Purpose Building

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 materials 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 30th day of April, 2019

Quenton T. Pelly
(Witness)

Travis Construction Co., Inc.

(Principal)

(Seal)

By: Donald W. Thomas

(Title)

Deborah Davis
(Witness)

The Ohio Casualty Insurance Company

(Surety)

(Seal)

By: Deborah Davis

Attorney-in-Fact Deborah Davis

(Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 7907672

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company West American Insurance Company

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint David Brown; John Couch; Deborah Davis; Jeffrey L. Fairchild; Donna Ferry; Ernie Groves; Carol B. Hamby; Judy B. Hertel; Jeffrey B. Hollon; Sharon Kulka; David L. Largent; Thomas H. Ludt; Charles McHolan; Faye J. Miller; Pamela Nesbitt; Charles G. Peden; Candace Plybon; William J. Roby; Howard A. See; Thomas S. Wobbe

all of the city of Lexington, state of KY each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 6th day of October, 2017.



The Ohio Casualty Insurance Company
Liberty Mutual Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss
COUNTY OF MONTGOMERY

On this 6th day of October, 2017, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute 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 have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS - Section 12. Power of Attorney. Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts - SECTION 5. Surety Bonds and Undertakings. Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of April, 2019.



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00410 - FORM OF PROPOSAL

Date: 04/30/2019 To: (Owner) Marshall County Fiscal Court

Project Title: Marshall County Multi-Purpose Building

City, County: Benton, Marshall County

Name of Contractor/Supplier: Evrard Company, Inc.

Mailing Address: 1703 East Deyoung Street, Marion, IL 62959

Business Address: 1703 East Deyoung Street, Marion, IL 62959

Telephone: 618-997-8997 Fax: 618-997-9978

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on 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 Number 1, Dated 04/23/2019 (Insert the addendum numbers received or the word "none" if no addendum received.)

The undersigned bidder acknowledges the current prevailing wage rates included in the specifications.

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:

1,989,995.00

Use Figures

One million Nine hundred eighty nine thousand Dollars & zero Cents

Use Words

Use Words

Nine hundred ninety-five Dollars

ALTERNATE BIDS (If applicable and denoted in the Supplemental Conditions)

For omission from or addition to those items, services, or construction specified in the Supplemental Conditions by alternate number, the following lump sum price will be added or deducted from the base bid:

Alternate Bid No. 1 (HVLS fan)	(Add/Deduct)	\$ <u>13,116.00</u>
Alternate Bid No. 2 (Relief hood, exh. fan, etc.)	(Add/Deduct)	\$ <u>9,472.00</u>

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 terms, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	PRICE	UNIT
Trench Excavation	\$ 55.55	/ per cu. yd.
Hand Excavation	\$ 195.00	/ per cu. yd.
Bulk (Mass) Excavation	\$ 24.00	/ per cu. yd.
Rock Excavation and Backfill	\$ 98.50	/ per cu. yd.
Asphalt	\$ 135.00	/ per ton
Dense Grade Aggregate (DGA)	\$ 27.38	/ per cu. yd.
Concrete Paving	\$ 65.94	/ per s.y.
Reinforced concrete footings	\$ 471.00	/ per cu. yd.
Cast-In-Place Concrete (4" slab over vapor barrier & 4" DGA)	\$ 65.60	/ s.y.
Cast-In-Place Concrete (6" slab over vapor barrier & 6" DGA)	\$ 79.82	/ s.y.
Cast-In-Place Concrete (sidewalk - 4" slab over 4" DGA)	\$ 44.21	/ s.y.
Unit Masonry (8" CMU)	\$ 21.00	/ s.f.
Interior Metal Wall Panels (installed over 1/2" furring)	\$ 8.25	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on one side.)	\$ 5.21	/ s.f.
Gypsum Board Assembly (3 5/8" metal stud with 5/8" type "X" gypsum on both sides.)	\$ 6.52	/ s.f.
6" Pipe Bollard	\$ 432.00	/ each
4" Rubber Base	\$ 2.25	/ LF
Painting	\$ 1.70	/ s.f.
Acoustical Panel Ceiling and Grid	\$ 3.86	/ s.f.
Hollow Metal Door and Frame	\$ 1200.00	/ each
Metal Locker	\$ 375.00	/ each unit
1" PVC Conduit, Buried	\$ 7.00	/ LF
4" PVC Conduit, Buried	\$ 12.00	/ LF
120V, 20A Duplex Outlet, Installed	\$ 25.00	/ each
Metal Single Gang Box, Installed	\$ 8.00	/ each
20 Amp 1 Pole Breaker, Installed	\$ 50.00	/ each
1/2-inch EMT Conduit, Installed	\$ 3.50	/ LF
Type EX1 Light Fixture, Installed	\$ 150.00	/ each

NOTE: The bidder shall submit the above list of unit prices with the bid.

LIST OF PROPOSED SUBCONTRACTORS

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. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Architect may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractor will be at no additional cost to the Owner, as the contractor has full responsibility.

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.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
Site Clearing	Gerald Chamber + Son
Earthwork	" "
Termite Control	Tabor
Concrete	Spelton
Masonry	MSI
Interior Architectural Woodwork	Smiths Laminating
Joint Sealants	Sika
Exterior Insulation & Finish System	Johnson Plaster
Steel Doors & Frames	CDH
Aluminum Entrances and Storefronts	Reliable Glass
Door Hardware	CDH
Glazing	Reliable Glass
Gypsum Board Assemblies	Johnson Plaster
Rubber Base	Johnson CDI Plastics
Acoustical Ceilings	Johnson Plaster
Painting / High Performance Coatings	Loyd Simkard
Pre-Engineered Metal Building	Le Co
Plumbing	Chester Mech.
Plumbing Insulation	" "
Insulation	Johnson Plaster
HVAC	Triangle
HVAC Insulation	" "
Test, Adjustment, and Balance	Thermal Balance
Electrical	Jay Electric
Communications	R. Carr + Associates
Fire Alarm	" "

(Provide attachment for additional work/material - subcontractor/supplier)

NOTE: The bidder shall submit the above list of subcontractors with the bid.

LIST OF MATERIALS/MANUFACTURERSMATERIAL DESCRIPTION BY SPECIFICATION
DIVISION AND CATEGORY

MANUFACTURER

Concrete	Federal Materials
Brick	Boral Brick
Concrete Masonry Units	Midwest Brick and Block
Joint Sealants	Sika
Building Insulation	Dow
Exterior Insulation and Finish Systems	Dryvit
Steel Doors & Frames	Ceco
Aluminum Entrances and Storefronts	Esco Corp.
Door Hardware	Assa Abloy
Locksets	Korbin
Closers	Norton
Exit Devices	Sargent
Glazing	Guardian
Gypsum Board Assemblies	National Gypsum
Acoustical Panel Ceiling	USG
Paint	Sherwin-Williams
Signs	Best Signs
Fire Extinguishers & Cabinets	J.L. Industries
Toilet Accessories	Bobrick
Pre-Engineered Metal Building	Ceco
Plumbing Fixtures	American Standard
Drinking Fountains / Water Coolers	Elkay
Domestic Water Heaters	State
Vibration / Seismic Controls	Mason Industries
Air Compressors	Ingersoll Rand
Packaged HVAC Units	Trane
Furnace HVAC Units	Trane
Ductless Split Systems	Trane
Gas Unit Heaters	Reznor
Electric Unit Heaters	Qumark
Ventilating Fans	Greenheck
HVLS Fans	BAF
Grilles and Diffusers	Price
Louvers	Greenheck
Power Generators	Generac

Transfer Switches	Asco
Electric Panel Boards	SQD
Wiring Devices	Leviton
Light Fixtures	Lithonia
Fire Alarm Systems	Farenhyt IFP-300

NOTE: The apparent low bidder shall submit the above list of materials within one hour of bid receipt time, or provide with the bid.

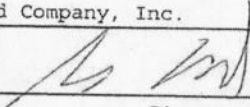
TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

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: Evrard Company, Inc.

AUTHORIZED REPRESENTATIVE: 
Signature

NAME (typed): Rodney Evrard

TITLE: President

NOTICE: A bid bond or certified check or cash must accompany this proposal.

This form shall not be modified. Attach supplemental form of proposal information pages for project specific requirements as needed.

END OF SECTION



AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

EVARD COMPANY, INC.
1703 East DeYoung Street
Marion, IL 62959

SURETY:

(Name, legal status and principal place of business)

Travelers Casualty And Surety Company Of America
One Tower Square
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

OWNER:

(Name, legal status and address)

Marshall County Fiscal Court
1101 Main Street
Benton, KY 42025

Mail Notices To:

Travelers
Attn: Surety Claim Dept.
One Tower Square 2S1A
Hartford, CT 06183

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

BOND AMOUNT: Five Percent of the Amount Bid ----- dollars (\$ 5% of Amount Bid)

PROJECT: Marshall County Fiscal Court - New Multi-Purpose Building

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

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 30th day of April, 2019.

Cole Eward
(Witness) COLE EVARD

EVARD COMPANY, INC.
(Principal) (Seal)

Rodney Eward
(Title) Rodney Eward, President

Andrea McCarthy
(Witness) Andrea McCarthy, Witness

Travelers Casualty And Surety Company Of America
(Surety) (Seal)

Ashley Miller
(Title) Ashley Miller, Attorney-In-Fact

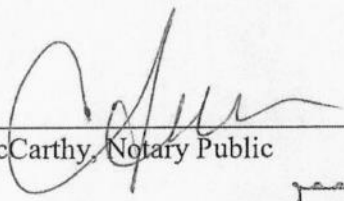
State of Missouri
County of St. Louis

On 4/30/2019, before me, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared Ashley Miller known to me to be Attorney-in-Fact of

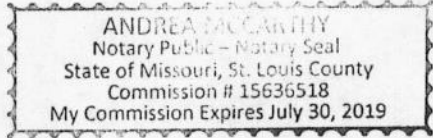
TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.



Andrea McCarthy, Notary Public



My Commission Expires: _____



**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 **Ashley Miller** of **Chesterfield Missouri**, their true and lawful Attorney-in-Fact to sign, 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.

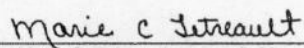
By: 
Robert L. Raney, Senior Vice President

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 of America, 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




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 Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with 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 bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke 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

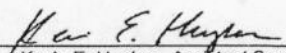
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any 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 one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more 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, any Assistant 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 30 day of April, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**



April 29, 2019

Marshall County Fiscal Court
C/O RBS Design Group
Attn: Craig Thomas
723 Harvard Drive
Owensboro, KY 42301

RE: Marshall County Multi-Purpose Building– Special Inspections / Quality Control Proposal

Dear Mr. Thomas:

Associated Engineers, Inc. (AEI) is pleased to propose services for the referenced project in regard to structural special inspections and testing as defined in the Statement of Special Inspections, project drawings, and the project specifications. The requested services are well within those routinely offered by Associated Engineers, Inc.

We propose to perform these services for a fixed fee of *Nine Thousand Seven Hundred and Fifty Dollars (\$9,750.00)*. Our fee includes all required earthwork, concrete, and structural special inspections reference in the provided plans and specifications. Additionally, included are the inspections on behalf of the owner set forth in the project specifications for facilities outside the building. In addition to the above fee there is a **Two Thousand Dollar (\$2,000.00)** contingency allowance to be used on the owner's behalf and billed hourly. The total fee including the contingency allowance is *Eleven Thousand Seven Hundred and Fifty Dollars (\$11,750.00)*.

All inspection services shall be performed by the staff of AEI with the exception of structural steel and/or welding inspections. These services shall be performed by Kentucky Testing, Inc. under the direction and observation of AEI. Staff resumes are enclosed.

Due to daily scheduling procedures, Associated Engineers, Inc. requests at least a 24-hour notice be provided from the contractor for work required on the job site. Our Standard Terms and Conditions are attached and shall apply. This proposal will serve as our engagement letter. If you accept this proposal, please execute a copy and return it to our office. If you have any questions, please contact me.

Sincerely,
Associated Engineers, Inc.

Justin S. Lamb, P.E.
Director of Engineering Operations

Associated Engineers, Inc. • 2740 North Main Street, Madisonville, Kentucky 42431
Phone: (270) 821-7732 • Fax: (270) 821-7789 • www.associatedengineers.com

Civil • Structural • Mining • Geotechnical • Forensic • Land Surveying • Steel Detailing
Construction Monitoring • Environmental • Drilling • Special Inspections • Laboratory Services

READ AND AGREED TO BY THE UNDERSIGNED this ____ day of _____, 2019.

By: _____

Printed Name: _____

Title: _____

Address: _____

Attachments

Standard Terms and Conditions

1. **Standard of Care**
The standard of care for all professional services performed or furnished by ENGINEER under this Agreement will be the care and skill ordinarily used by members of ENGINEER's profession practicing under similar circumstances at the same time and in the same locality. ENGINEER makes no warranties, express or implied, under this Agreement or otherwise, in connection with ENGINEER's services.
2. **Independent Contractor**
All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of OWNER and ENGINEER and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either OWNER or ENGINEER. ENGINEER's services under this Agreement are being performed solely for OWNER's benefit, and no other entity shall have any claim against ENGINEER because of this Agreement or the performance or nonperformance of services hereunder. OWNER agrees to include a provision in all contracts with contractors and other entities involved in this project to carry out the intent of this paragraph.
3. **Payments to ENGINEER**
Invoices will be prepared in accordance with ENGINEER's standard invoicing practices and will be submitted to OWNER by ENGINEER monthly, unless otherwise agreed. Invoices are due and payable within 30 days of receipt. If OWNER fails to make any payment due ENGINEER for services and expenses within 30 days after receipt of ENGINEER's invoice therefor, the amounts due ENGINEER will be increased at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day. In addition, ENGINEER may, after giving 7 days written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses, and other related charges.
4. **Insurance**
ENGINEER will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to OWNER upon request.
5. **Indemnification and Allocation of Risk**
 - a. To the fullest extent permitted by law, ENGINEER shall indemnify and hold harmless OWNER, OWNER's officers, directors, partners, and employees from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of ENGINEER or ENGINEER's officers, directors, partners, employees, and consultants in the performance of ENGINEER's services under this Agreement.
 - b. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER, ENGINEER's officers, directors, partners, employees, and consultants from and against costs, losses, and damages (including but not limited to reasonable fees and charges of engineers, architects, attorneys, and other professionals, and reasonable court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of OWNER or OWNER's officers, directors, partners, employees, and consultants with respect to this Agreement.
 - c. To the fullest extent permitted by law, ENGINEER's total liability to OWNER and anyone claiming by, through, or under OWNER for any injuries, losses, damages and expenses caused in part by the negligence of ENGINEER and in part by the negligence of OWNER or any other negligent entity or individual, shall not exceed the percentage share that ENGINEER's negligence bears to the total negligence of OWNER, ENGINEER, and all other negligent entities and individuals.
 - d. To the fullest extent permitted by law, OWNER shall indemnify and hold harmless ENGINEER and ENGINEER's officers, directors, partners, employees, and consultants from and against injuries, losses, damages and expenses (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other disputes resolution costs) caused by, arising out of, or resulting from Hazardous Environmental Condition, provided that (i) any such injuries, losses, damages, and expenses are attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom, and (ii) nothing in this paragraph B.6.01.B.5.d shall obligate OWNER to indemnify any individual or entity to the extent of that individual or entity's own negligence or willful misconduct.
6. **LIMIT OF LIABILITY**
TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY, IN THE AGGREGATE, OF ENGINEER AND ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM TO OWNER AND ANYONE CLAIMING BY, THROUGH, OR UNDER OWNER, FOR ANY AND ALL INJURIES, LOSSES, DAMAGES AND EXPENSES, WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, OF ENGINEER OR ENGINEER'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS, OR ANY OF THEM, SHALL NOT EXCEED THE TOTAL AMOUNT OF THE PROJECT FEE OR \$50,000.00, WHICHEVER IS GREATER.
7. **Dispute Resolution**
 - a. OWNER and ENGINEER agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("disputes") to mediation.

- b. If a party alleges a dispute or controversy with the other party arising out of or relating to the performance of services under this Agreement, then either party shall have the right to request mediation within 20 days after the claiming party has provided the other party with written notice describing the dispute and the claiming party's position with reference to the resolution of the dispute.
 - c. Except as otherwise agreed, mediation will proceed pursuant to the Construction Industry Mediation Rules of the American Arbitration Association in effect on the Effective Date of the Agreement. A mediator will be appointed within 30 days of receipt of a written request. The mediator will endeavor to complete the mediation within 30 days thereafter.
 - d. No performance obligation under or related to this Agreement shall be interrupted or delayed during any mediation proceeding except upon written agreement of both parties.
 - e. The mediator shall not be a witness in any legal proceedings related to this Agreement.
8. Termination of Contract
Either party may at any time, upon 7 days prior written notice to the other party, terminate this Agreement. Upon such termination, OWNER shall pay to ENGINEER all amounts owing to ENGINEER under this Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
9. Access
OWNER shall arrange for safe access to and make all provisions for ENGINEER and ENGINEER's Consultants to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
10. Hazardous Environmental Conditions
It is acknowledged by both parties that ENGINEER's scope of services does not include any services related to a "Hazardous Environmental Condition," i.e. the presence at the site of asbestos, PCBs, petroleum, hazardous waste, or radioactive materials in such quantities or circumstances that may present a substantial danger to persons or property exposed thereto in connection with the Assignment. In the event ENGINEER or any other party encounters a Hazardous Environmental Condition, ENGINEER may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Assignment affected thereby until OWNER: (i) retains appropriate specialist consultant(s) or contractor(s) to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the site is in full compliance with applicable laws and regulations. OWNER acknowledges that ENGINEER is performing professional services for OWNER and that ENGINEER is not and shall not be required to become an "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1990 (CERCLA), which are or may be encountered at or near the site in connection with ENGINEER's activities under this Agreement.
11. Ownership and Reuse of Documents
All documents prepared or furnished by ENGINEER pursuant to this Agreement are instruments of service, and ENGINEER shall retain an ownership and property interest therein. Reuse of any such documents by OWNER shall be at OWNER's sole risk; and OWNER agrees to indemnify, and hold ENGINEER harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by OWNER or by others acting through OWNER.
12. Use of Electronic Media
- a. Copies of Documents that may be relied upon by OWNER are limited to the printed copies (also known as hard copies) that are signed or sealed by the ENGINEER. Files in electronic media format of text, data, graphics, or of other types that are furnished by ENGINEER to OWNER are only for convenience of OWNER. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk.
 - b. When transferring documents in electronic media format, ENGINEER makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by ENGINEER at the beginning of this Assignment.
 - c. If there is a discrepancy between the electronic files and the hard copies, the hard copies govern.
 - d. Because data stored in electronic media format can deteriorate or be modified inadvertently or otherwise without authorization of the data's creator, the party receiving electronic files agrees that it will perform acceptance tests or procedures within 60 days, after which the receiving party shall be deemed to have accepted the data thus transferred. Any errors detected within the 60-day acceptance period will be corrected by the party delivering the electronic files. ENGINEER shall not be responsible to maintain documents stored in electronic media format after acceptance by OWNER.
13. Force Majeure
ENGINEER shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond ENGINEER's reasonable control.
14. Assignment
Neither party shall assign its rights, interests, or obligations under this Agreement without the express written consent of the other party.
15. Binding Effect
This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.
16. Severability and Waiver of Provisions
Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and ENGINEER, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by

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either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

17. **Survival**
All express representations, indemnifications, or limitations of liability included in this Agreement will survive its completion or termination for any reason.
18. **Headings**
The headings used in this Agreement are for general reference only and do not have special significance.
19. **Controlling Law**
This Agreement is to be governed by the law of the state in which the ENGINEER's principal office is located.
20. **Notices**
Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.