



October 25, 2019

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

**RE: Award Recommendation Letter  
Southwest One Industrial Development – Water & Sewer Expansion  
Benton, Marshall County, Kentucky**

Judge Neal,

On October 24<sup>th</sup>, sealed bids were accepted and opened for the above referenced project. Two (2) competitive bids were received with the total bid amounts tabulated as follows:

<b>BIDDER</b>	<b>BID AMOUNT</b>	<b>DIFFERENCE</b>
Murtco Utility Services, LLC	\$2,462,078.00	
Youngblood Excavating & Contracting, LLC	\$2,496,685.00	\$34,607.00

Following receipt of the bids, Rivercrest Engineering (Rivercrest) performed a review of each bid package for completeness and compliance with the contract requirements. Our staff has had the opportunity to work with Murtco on several water and sewer construction projects in recent years. Most recently, we have worked with Murtco through the construction of the large sewer expansion project in Draffenville, as well as significant water main relocation/replacement projects along Kentucky Avenue and Bridge Street in Paducah, KY. On each project, Murtco has provided qualified and experienced staff, and completed the projects in a professional manner.

It has been based upon this information and experience that Rivercrest recommends acceptance of **Murtco Utility Services, LLC's** bid, and award of this project to the low bidder, at the amount indicated in their bid - **\$2,462,078.00**. A copy of the unit price bid tabulation has been included with this submittal, along with copies of the low bidder's required bid bond, bid criteria sheets, and bid proposal. If the Fiscal Court wishes to award the contract, as noted, please execute the attached Notice of Award and Owner-Contractor Agreement documents and return to Rivercrest.

If you have any questions, or wish to discuss further, please call me at your convenience.

Sincerely,  
**Rivercrest Engineering, Inc.**

A handwritten signature in black ink, appearing to read "Charles D. McCann II".

Charles D. McCann II, P.E.  
Project Manager

cc: Rita Dotson, Mayor-City of Benton

Rivercrest Job No. 18012

SECTION 00310

UNIT PRICE BID FORM – REVISED PER ADDENDUM No. 2

**BID PROPOSAL**

**SOUTHWEST ONE INDUSTRIAL DEVELOPMENT  
WATER & SEWER EXPANSION**

Proposal of MURTCO \*. (hereinafter called BIDDER), organized and existing under the laws of the Commonwealth of Kentucky to the Marshall County Fiscal Court (hereinafter called OWNER).

In compliance with your Invitation For Bid, Bidder hereby proposes to perform all work for the **SOUTHWEST ONE INDUSTRIAL DEVELOPMENT – WATER & SEWER EXPANSION** project in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each BIDDER certifies and in the case of a joint BID, each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 180 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of \$750.00 for each consecutive calendar day thereafter until project completion as provided in Article 2 of the Agreement.

In submitting this BID, it is understood that the right is reserved by the OWNER to reject any and all BIDS. If notice of the acceptance of this bid is given to the BIDDER within ninety (90) days after the time of receipt of bids, the BIDDER agrees to execute and deliver a contract in the prescribed form and furnish the required bonds within ten (10) days after the contract is presented to him for signature.

Security in the sum of 5% DOLLARS (\$ ) in the form of a Bid Bond is submitted herewith in accordance with the specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

1, 2, 3, & 4

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\*Insert "A Corporation", "A Partnership" or "An Individual", as applicable.

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

SECTION 00610

NOTICE OF AWARD

To: MURTCO  
815 ABELL STREET  
PADUCAH, KY 42003

**PROJECT DESCRIPTION:** This water and sewer utility extension project consists of the installation of approximately 3,200 l.f. of gravity interceptor sewer, 15,000 l.f. of force main, 1 duplex sewer lift station, the relocation of a water booster pump station, manholes, and appurtenances in the Benton area, located along and off of KY Highway 58 & US Highway 641 South.

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated **OCTOBER 24, 2019**.

You are hereby notified that your BID has been accepted in the amount of **Two Million, Four Hundred Sixty-Two Thousand, Seventy-Eight Dollars and Zero Cents (\$2,462,078.00)**.

You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of Notice of approval to you.

If you fail to execute said Agreement and to furnish said bonds within ten (10) days from the date of said Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 29 day of OCTOBER, 2019.

MARSHALL COUNTY FISCAL COURT

By [Signature]

Title JUDGE EXECUTIVE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

MURTCO UTILITY SERVICES, this the 29<sup>th</sup> day of OCTOBER, 2019.

MURTCO  
By:   
Title: OWNER

## SECTION 00500

### OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made \_\_\_\_\_, By and Between the Marshall County Fiscal Court, hereinafter called the OWNER, and Murtco, hereinafter called the CONTRACTOR, for the consideration hereinafter named agree as follows:

#### ARTICLE 1. SCOPE OF WORK

The Contractor shall furnish all of the materials and perform all of the work shown on the Drawings and described in the Specifications entitled **SOUTHWEST ONE INDUSTRIAL DEVELOPMENT – WATER & SEWER EXPANSION** project prepared by Rivercrest Engineering acting as, and in these Contract Documents, entitled the Engineer; and shall do everything required by this Agreement, and the Special Provisions of the Contract, the Specifications and Drawings.

#### ARTICLE 2. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

The work to be performed under this Contract shall be commenced within ten (10) calendar days after receipt of the Notice to Proceed from the Owner and shall be fully completed 180 consecutive calendar days after receipt of the aforementioned written Notice to Proceed as outlined in the Instruction to Bidders. The project will be considered fully complete when all work to produce the construction of the project as specified on the contract documents (drawings and specifications) has been completed.

Failure of the Contractor to complete the work in the time specified above plus any extensions allowed in accordance with the General Conditions shall result in the assessment of liquidated damages for the delay (not as a penalty). Liquidated damages shall be in the amount of \$750.00 per calendar day for failure to meet the final completion date and shall be withheld from final payment.

#### ARTICLE 3. THE CONTRACT SUM

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein: **Two Million, Four Hundred Sixty-Two Thousand, Seventy-Eight Dollars and Zero Cents (\$2,462,078.00)**, quoted in the Unit Price Bid Proposal by the Contractor, dated **OCTOBER 24, 2019**, which shall constitute full compensation for the work and services authorized herein.

#### ARTICLE 4. PROGRESS PAYMENTS

The Owner shall make partial payments within thirty (30) days after receipt of a timely, properly completed, undisputed request for payment of the Contract as provided therein, as follows:

Ninety (90) percent of the value, based on the contract prices of labor and materials incorporated in the work and ninety (90) percent of materials suitably stored on the site thereof or at some other location agreed upon in writing by the parties; partial payment quantities will be based on estimates prepared by the Contractor on or about the first of each month of the number of acceptable units of the work performed by the Contractor on each item of work included in the original contract and supplemental agreements, and materials properly stored; no partial payment will be made when the amount due is less than \$1,000.00. Within (30) days after full completion of the entire work, a sum sufficient to increase the total payment to one hundred percent (100%) of the Contract Price, less an amount equal to two hundred percent (200%) of the owner's reasonably estimated cost of the balance due

for completion of any contractually obligated remaining minor items of work, will be paid.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due seventy-five (75) days after full completion of the work provided the work.

Upon receipt of written notice that the work is ready for final inspection and acceptance, the Engineer shall promptly make such inspection, and when he finds the work acceptable under the Contract and the Contract fully performed, he shall promptly issue a final certificate, over his own signature, stating that the work provided for in this Contract has been completed and is accepted by him under the terms and conditions thereof, and that the entire balance found to be due the Contractor, and noted in said final certificate, is due and payable.

Before issuance of final payment the Contractor shall submit evidence satisfactory to the Engineer that all payrolls, material, bills and other indebtedness connected with the work have been paid or otherwise satisfied. The Contractor shall also submit a complete set of As-Built Drawings to the Engineer before final payment is issued.

If after the work has been completed, full completion thereof is materially delayed through no fault of the Contractor and the Engineer so certifies, the Owner shall, upon certificate of the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

#### ARTICLE 6. THE CONTRACT DOCUMENTS

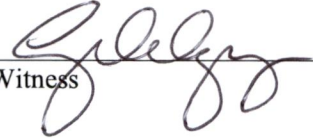
The General Conditions of the Contract, the Special Conditions, the Specifications and the Drawings, together with this Agreement, form the Contract and they are as fully a part of the Contract as if thereto attached or herein repeated. There follows an enumeration of the Contract Documents:

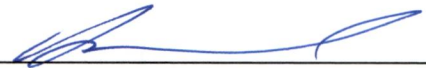
1. Invitation for Bids
2. Instructions to Bidders
3. Bid Proposal, 10/24/19
4. Owner-Contractor Agreement
5. Form of Bid Bond
6. Performance Bond
7. Payment Bond
8. Notice of Award
9. Notice to Proceed
10. Change Order
11. General Conditions
12. Supplemental General Conditions
13. Plans and Specifications prepared by Rivercrest Engineering
14. Addenda 1,2,3,4

IN WITNESS WHEREOF:

The parties hereto have executed this Agreement, the day and year first above written.

MARSHALL CO. FISCAL COURT

  
Witness

BY 

TITLE Judge EXECUTIVE

MURTCO

\_\_\_\_\_  
Witness

BY \_\_\_\_\_

TITLE \_\_\_\_\_