

MATTHEW G. BEVIN  
GOVERNOR



CHARLES G. SNAVELY  
SECRETARY

**ENERGY AND ENVIRONMENT CABINET**  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

ANTHONY R. HATTON  
COMMISSIONER

300 SOWER BOULEVARD  
FRANKFORT, KENTUCKY 40601

November 6, 2019

Randy Green  
Marshall County Sanitation District  
P.O. Box 432  
Benton, Kentucky 42025

Re: A 18-014  
Marshall Co Sanitation District 2 WWTP--2932  
Activity ID: FGL20180006  
Contract No. 1  
Change Order No. 6

Dear Mr. Green:

This change order (C.O.) has been reviewed and approved as indicated below. A copy of the approved change order is enclosed. The change to Contract No. 1 has been found to be in compliance with procedures applicable to the Clean Water State Revolving Fund.

<b>C.O. Number</b>	<b>C.O. Amount</b>	<b>Contract Time Change (days)</b>	<b>KIA C.O. Eligible Amount</b>	<b>KIA C.O. Eligible Time Change (days)</b>
6	\$126,464.18	0	\$126,464.18	0

In addition, the following determination has been made:

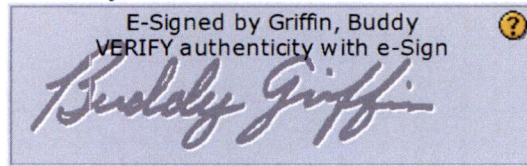
Original Contract Price	\$ 2,107,760.00
New Contract Price	\$ 2,313,182.23
KIA Portion Adjusted	\$ 2,313,182.23
New Contract Completion Date	November 1, 2019
New Eligible Completion Date	November 1, 2019



A 18-014  
Marshall Co Sanitation District 2 WWTP--2932  
Contract No. 1  
Change Order No. 6  
Page 2 of 2

If you have any questions regarding the approval of this change order, please contact Daniel Kulik, Project Engineer, at (502) 782-6998. Questions regarding the KIA budget can be directed to Amber Vaughn, Project Manager, at (502) 782-7121.

Sincerely,



Buddy Griffin, Supervisor  
Infrastructure Funding Section  
Water Infrastructure Branch

BG:av

Enclosures

c: Julie Bickers, Kentucky Infrastructure Authority  
Kevin Neal, Marshall County Fiscal Court  
Charles D. McCann, Rivercrest Engineering



November 4, 2019

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

**RE: Murтко Utility Services, LLC Application for Payment Nos. 14 & 15  
Recommendations for Payment  
Draffenville Sewer Expansion Phases 1-3  
Draffenville, Marshall County, Kentucky**

Judge Neal,

We have received and reviewed the fourteenth and fifteenth applications for payment from Murтко Utility Services, LLC (Murтко) on the sewer expansion project in Draffenville. Following our review, we concur with the quantities shown and the amounts invoiced. We recommend that payment be issued to Murтко in the amounts indicated on their applications as **\$73,084.33 and \$113,696.61**, for the work completed through October 31, 2019, and for the release of the 5% retainage withheld.

To date, Murтко has installed all of the contracted scope of work items, including the two (2) lift stations, ten (10) gravity sewer mains (A thru J), and two (2) force mains.

One copy of each of Murтко’s applications for payment is attached to this letter for your reference. Also included, are

- a) Copies of Rivercrest’s October invoice for engineering services (for approval)
- b) KIA Funding “Exhibit B” Draw Request Form (**requires signature**)
- c) Change Order No. 6 – This adds a new pay item for additional landscaping and seeding work that was required for construction of Line J, and also adjusts the quantities on the contract to the final installed quantities.

Upon your approval, please return a scanned copy of the executed KIA draw request and Change Order No. 6 to me so that we may process these payments through the Division of Water and KIA Loan processes. If you have any questions, or wish to discuss further, please call me at your convenience.

Sincerely,  
**Rivercrest Engineering, Inc.**

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

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

cc: Randy Green, Sanitation District Chairman

Rivercrest Job No. 17009-02

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3

OWNER: MARSHALL CO. FISCAL COURT  
DRAFFENVILLE SEWER EXPANSION PHASES 1-3

APPLICATION NO: 14

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input checked="" type="checkbox"/>	ENGINEER
<input type="checkbox"/>	CONTRACTOR
<input type="checkbox"/>	
<input type="checkbox"/>	

FROM CONTRACTOR: MURTCO UTILITY SERVICES, LLC  
815 Abell Street  
Paducah, KY 42003

PERIOD TO: 10/31/2019

PROJECT NOS: A18-04

CONTRACT FOR:

CONTRACT DATE: 7/26/18

**CONTRACTOR'S APPLICATION FOR PAYMENT**

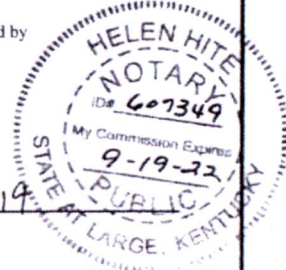
Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

1 ORIGINAL CONTRACT SUM	\$ \$	2,107,760.00	✓
2 Net change by Change Orders	\$	205,422.23	✓
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ \$	2,313,182.23	✓
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$	2,313,182.23	✓
5 RETAINAGE:			
a <u>5</u> % of Completed Work (Column D + E on G703)	\$	\$ 115,659.11	
b _____ % of Stored Material (Column F on G703)	\$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ \$	(115,659.11)	
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ \$	2,197,523.12	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ \$	(2,124,438.79)	✓
8 CURRENT PAYMENT DUE	\$	73,084.33	✓
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	115,659.11	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due

CONTRACTOR:

By: [Signature] Date: 11/1/19  
State of KY County of \_\_\_\_\_  
Subscribed and sworn to before me this 1 day of Nov. 2019  
Notary Public: Helen Hite  
My Commission expires 9/19/2022



**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 73,084.33

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

By: [Signature] Date: 11/1/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	✓ \$205,422.23	
Total approved this Month		
TOTALS	\$205,422.23	\$0.00
NET CHANGES by Change Order	\$205,422.23	

MARSHALL COUNTY SANITATION DISTRICT DRAFFENVILLE SEWER EXPANSION PHASES 1-3  
 EXAMPLE INVOICING SPREADSHEET WITH STORED MATERIALS CALCULATIONS

APPLICATION #14  
 Oct-19

A	B	C	D	E	F	G	H	I	J	K	L
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE BID	BID AMT	PREVIOUSLY INSTALLED	INSTALLED THIS MONTH	MTL STORED TO DATE	STORED MTL AMT	QTY INST TO DATE	AMOUNT TO DATE
1.	10" SDR-26 PVC Gravity Sewer (15' Deep)	l.f.	190	\$68.00	\$12,920.00	208			\$0.00	208	\$14,144.00
2.	10" SDR-26 PVC Gravity Sewer (10-15' Deep)	l.f.	1,000	\$52.00	\$52,000.00	1524			\$0.00	1524	\$79,248.00
3.	10" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	960	\$43.00	\$41,280.00	170			\$0.00	170	\$7,310.00
4.	10" RJ/PVC Gravity Sewer (w/in Encasement)	l.f.	435	\$42.00	\$18,270.00	356			\$0.00	356	\$14,952.00
5.	8" SDR-26 PVC Gravity Sewer (10-15' Deep)	l.f.	1,625	\$46.00	\$74,750.00	2407	122	0	\$0.00	2529	\$116,334.00
6.	8" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	6,365	\$38.00	\$241,870.00	5799	209	357	\$1,285.20	6008	\$228,304.00
7.	8" RJ/PVC Gravity Sewer (w/in Encasement)	l.f.	705	\$35.00	\$24,675.00	720			\$0.00	720	\$25,200.00
8.	8" DR-11 HDPE Force Main (Trench)	l.f.	5,910	\$36.00	\$212,760.00	6011		(101)	\$0.00	6011	\$216,396.00
9.	8" DR-11 HDPE Force Main (HDD)	l.f.	980	\$57.00	\$55,860.00	880		100	\$1,500.00	880	\$50,160.00
10.	2" DR-11 HDPE Force Main (Trench)	l.f.	60	\$12.00	\$720.00	58				58	\$696.00
11.	6" PVC Service Lateral	l.f.	760	\$46.00	\$34,960.00	1068				1068	\$49,128.00
12.	20" Steel Encasement (Bore & Jack)	l.f.	240	\$370.00	\$88,800.00	250				250	\$92,500.00
13.	20" Steel Encasement (Stream Crossing)	l.f.	100	\$100.00	\$10,000.00	100				100	\$10,000.00
14.	16" Steel Encasement (Bore & Jack - 8" Sewer)	l.f.	620	\$385.00	\$238,700.00	620				620	\$238,700.00
15.	4' Diameter Precast Concrete Manhole (15'+ Deep)	each	1	\$4,875.00	\$4,875.00	3	1			4	\$19,500.00
16.	4' Diameter Precast Concrete Manhole (10-15' Deep)	each	17	\$4,060.00	\$69,020.00	22				22	\$89,320.00
17.	4' Diameter Precast Conc. Drop Manhole (10-15'+ Deep)	each	3	\$6,890.00	\$20,670.00	3				3	\$20,670.00
18.	4' Diameter Precast Concrete Manhole (4-10' Deep)	each	33	\$3,500.00	\$115,500.00	31	3			34	\$119,000.00
19.	4' Diameter Precast Conc. Drop Manhole (4-10' Deep)	each	1	\$5,615.00	\$5,615.00	1				1	\$5,615.00
20.	2" Air Release Valve & Vault	each	6	\$4,370.00	\$26,220.00	6				6	\$26,220.00
21.	Cleanout Assembly	each	39	\$750.00	\$29,250.00	49	1			50	\$37,500.00
22.	Core Drill Existing Wet Well/Manhole	l. sum	2	\$1,210.00	\$2,420.00	3	1			4	\$4,840.00
23.	Reconnect Existing Sewer Service	each	1	\$1,200.00	\$1,200.00	1				1	\$1,200.00
24.	Tie Existing Sewer to Proposed Manhole	each	1	\$1,150.00	\$1,150.00	1	1			2	\$2,300.00
25.	Class III Channel Lining (w/ Geotextile Fabric)	s.v.	330	\$44.00	\$14,520.00	213	64			277	\$12,188.00
26.	Landscaping & Seeding	l. sum	1	\$110,370.00	\$110,370.00	1				1	\$110,370.00
27.	Select Fill	tons	2,355	\$21.00	\$49,455.00	2862.01	151.32			3013.33	\$63,279.93
28.	Concrete Class B Thrustblocking	c.y.	6	\$150.00	\$900.00	12				12	\$1,800.00
29.	Concrete Driveway Replacement	s.v.	20	\$64.00	\$1,280.00	0				0	\$0.00
30.	Asphalt Driveway/Roadway Replacement	tons	146	\$195.00	\$28,470.00	128.6	75.95			204.55	\$39,887.25
31.	Clearing & Grubbing	l. sum	1	\$33,545.00	\$33,545.00	1				1	\$33,545.00
32a.	MCHS LS No. 1 - 270gpm Duplex Lift Station	l. sum	1	\$205,890.00	\$205,890.00	1				1	\$205,890.00
32b.	MCHS LS No. 1 - Electrical (Includes Generator)	l. sum	1	\$69,350.00	\$69,350.00	1				1	\$69,350.00
32c.	MCHS LS No. 1 - Site Grading, DGA, Culvert & Riprap	l. sum	1	\$14,910.00	\$14,910.00	1				1	\$14,910.00
32d.	MCHS LS No. 1 - Site Fencing & Gate	l. sum	1	\$14,210.00	\$14,210.00	1				1	\$14,210.00
33a.	Steeple Chase LS No. 2 - 50gpm Duplex Lift Station	l. sum	1	\$45,925.00	\$45,925.00	1				1	\$45,925.00
33b.	Steeple Chase LS No. 2 - Electrical	l. sum	1	\$20,300.00	\$20,300.00	1				1	\$20,300.00
33c.	Steeple Chase LS No. 2 - Site Grading & DGA	l. sum	1	\$3,560.00	\$3,560.00	1				1	\$3,560.00
33d.	Steeple Chase LS No. 2 - Site Fencing & Gate	l. sum	1	\$8,480.00	\$8,480.00	1				1	\$8,480.00
34.	Mobilization/Demobilization	l. sum	1	\$7,850.00	\$7,850.00	0.5	0.25			1	\$7,850.00
35.	Bonds & Insurance	l. sum	1	\$52,980.00	\$52,980.00	1				1	\$52,980.00
36.	Erosion & Sediment Control	l. sum	1	\$42,280.00	\$42,280.00	1				1	\$42,280.00
CO 01	24" CMP Upgrade	l. sum	1	\$1,150.00	\$1,150.00	1				1	\$1,150.00
CO 02	MCHS LS No. 1 - Pump & Control Material Changes	l. sum	1	\$5,230.00	\$5,230.00	1				1	\$5,230.00
CO 03	Steeple Chase LS No. 2 - Pump & Control Material Changes	l. sum	1	\$8,550.00	\$8,550.00	1				1	\$8,550.00
CO 04	10" SDR-26 PVC Gravity Sewer (0-10' Deep) Installed DEC	l.f.	813	\$46.00	\$37,398.00	813				813	\$37,398.00
CO 05	Electrical changes at lift station	l. sum	1	\$4,006.05	\$4,006.05	1				1	\$4,006.05
CO 06	12" steel Encasement (stream Crossing)	lf	0	\$75.00	\$6,000.00	80				80	\$6,000.00

MARSHALL COUNTY SANITATION DISTRICT DRAFFENVILLE SEWER EXPANSION PHASES 1-3  
 EXAMPLE INVOICING SPREADSHEET WITH STORED MATERIALS CALCULATIONS

APPLICATION #14  
 Oct-19

A	B	C	D	E	F	G	H	I	J	K	L
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE BID	BID AMT	PREVIOUSLY INSTALLED	INSTALLED THIS MONTH	MTL STORED TO DATE	STORED MTL AMT	QTY INST TO DATE	AMOUNT TO DATE
CO 07	8" SDR-26" PVC Gravity Sewer (15'+Deep)	Lf	0	\$66.00	\$6,930.00	105	150			255	\$16,830.00
CO 08	Sewer Line J- Clearing & Grubbing	L sum	0	\$9,694.00	\$9,694.00	1				1	\$9,694.00
CO 09	SEWER LINE J-LANDSCAPING & SEEDING	L sum	1	\$8,282.00	8282.00		1			1	\$8,282.00
<b>JOB TOTALS</b>								<b>3</b>	<b>\$2,785.20</b>		<b>\$2,313,182.23</b>

SUMMARY

A	Total Contract Amount with Change Orders	\$2,313,182.23
B	Total Stored to Date (Total of Column J)	
C	Total Completed & Stored to Date (Column J + Column L)	\$2,313,182.23
D	Total Retainage (5%)	\$115,659.11
E	Amount Paid Previously	\$2,124,438.79
F	Current Invoice Amount (Item C - Items D & E)	\$73,084.33

NOTES

**COLUMN I** THIS VALUE IS CALCULATED USING THE BID AMOUNT LESS THE AMOUNTS INSTALLED  
**COLUMN J** THIS VALUE IS CALCULATED BASED ON THE STORED AMOUNT SHOWN IN COLUMN I MULTIPLIED BY THE MATERIAL UNIT PRICE PAID FROM THE INVOICE INCLUDING TAX

**APPLICATION AND CERTIFICATION FOR PAYMENT**

AIA DOCUMENT G702

PAGE ONE OF 1 OF 3

OWNER: MARSHALL CO. FISCAL COURT  
 DRAFFENVILLE SEWER EXPANSION PHASES 1-3

FROM CONTRACTOR: MURTCO UTILITY SERVICES, LLC  
 815 Abell Street  
 Paducah, KY 42003

APPLICATION NO: 15 Retainage

PERIOD TO: 10/31/2019

PROJECT NOS: A18-04

CONTRACT DATE: 7/26/18

Distribution to:

OWNER

ENGINEER

CONTRACTOR

CONTRACT FOR:

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract Continuation Sheet, AIA Document G703, is attached

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due



1 ORIGINAL CONTRACT SUM	\$ \$	2,107,760.00	✓
2 Net change by Change Orders	\$	205,422.23	✓
3 CONTRACT SUM TO DATE (Line 1 + 2)	\$ \$	2,313,182.23	✓
4 TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$ \$	2,311,219.73	✓
5 RETAINAGE:			
a <u>0</u> % of Completed Work (Column D + E on G703)	\$	\$	
b <u>0</u> % of Stored Material (Column F on G703)	\$		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$ \$		
6 TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$ \$	2,311,219.73	
7 LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$ \$	(2,197,523.12)	✓
8 CURRENT PAYMENT DUE	\$	113,696.61	✓
9 BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,962.50	

CONTRACTOR:

By: [Signature] Date: 11/1/19

State of: KY County of Madison  
 Subscribed and sworn to before me this 1 day of Nov 2019  
 Notary Public: Helen Hite  
 My Commission expires: 9-19-2022

**ENGINEER'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED

AMOUNT CERTIFIED \$ 113,696.61

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ENGINEER: [Signature] Date: 11/1/19

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$205,422.23	
Total approved this Month		
<b>TOTALS</b>	\$205,422.23	\$0.00
<b>NET CHANGES by Change Order</b>	\$205,422.23	

Users may obtain validation of this document by requesting a completed AIA Document D401 - Certification of Document's Authenticity from the Licensee.

Note: Items in RED FONT are automatically calculated from the G703 form or from items within this G702 Form. Do NOT hand enter these items on this sheet.

MARSHALL COUNTY SANITATION DISTRICT DRAFFENVILLE SEWER EXPANSION PHASES 1-3  
 EXAMPLE INVOICING SPREADSHEET WITH STORED MATERIALS CALCULATIONS

APPLICATION #15 retainage  
 Oct-19

A	B	C	D	E	F	G	H	I	J	K	L
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE BID	BID AMT	PREVIOUSLY INSTALLED	INSTALLED THIS MONTH	MTL STORED TO DATE	STORED MTL AMT	QTY INST TO DATE	AMOUNT TO DATE
1.	10" SDR-26 PVC Gravity Sewer (15'+ Deep)	l.f.	190	\$68.00	\$12,920.00	208			\$0.00	208	\$14,144.00
2.	10" SDR-26 PVC Gravity Sewer (10-15' Deep)	l.f.	1,000	\$52.00	\$52,000.00	1524			\$0.00	1524	\$79,248.00
3.	10" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	960	\$43.00	\$41,280.00	170			\$0.00	170	\$7,310.00
4.	10" RJ/PVC Gravity Sewer (w/in Encasement)	l.f.	435	\$42.00	\$18,270.00	356			\$0.00	356	\$14,952.00
5.	8" SDR-26 PVC Gravity Sewer (10-15' Deep)	l.f.	1,625	\$46.00	\$74,750.00	2529		0	\$0.00	2529	\$116,334.00
6.	8" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	6,365	\$38.00	\$241,870.00	6008		357	\$1,285.20	6008	\$228,304.00
7.	8" RJ/PVC Gravity Sewer (w/in Encasement)	l.f.	705	\$35.00	\$24,675.00	720			\$0.00	720	\$25,200.00
8.	8" DR-11 HDPE Force Main (Trench)	l.f.	5,910	\$36.00	\$212,760.00	6011		(101)	\$0.00	6011	\$216,396.00
9.	8" DR-11 HDPE Force Main (HDD)	l.f.	980	\$57.00	\$55,860.00	880		100	\$1,500.00	880	\$50,160.00
10.	2" DR-11 HDPE Force Main (Trench)	l.f.	60	\$12.00	\$720.00	58				58	\$696.00
11.	6" PVC Service Lateral	l.f.	760	\$46.00	\$34,960.00	1068				1068	\$49,128.00
12.	20" Steel Encasement (Bore & Jack)	l.f.	240	\$370.00	\$88,800.00	250				250	\$92,500.00
13.	20" Steel Encasement (Stream Crossing)	l.f.	100	\$100.00	\$10,000.00	100				100	\$10,000.00
14.	16" Steel Encasement (Bore & Jack - 8" Sewer)	l.f.	620	\$385.00	\$238,700.00	620				620	\$238,700.00
15.	4' Diameter Precast Concrete Manhole (15'+ Deep)	each	1	\$4,875.00	\$4,875.00	4				4	\$19,500.00
16.	4' Diameter Precast Concrete Manhole (10-15' Deep)	each	17	\$4,060.00	\$69,020.00	22				22	\$89,320.00
17.	4' Diameter Precast Conc. Drop Manhole (10-15'+ Deep)	each	3	\$6,890.00	\$20,670.00	3				3	\$20,670.00
18.	4' Diameter Precast Concrete Manhole (4-10' Deep)	each	33	\$3,500.00	\$115,500.00	34				34	\$119,000.00
19.	4' Diameter Precast Conc. Drop Manhole (4-10' Deep)	each	1	\$5,615.00	\$5,615.00	1				1	\$5,615.00
20.	2" Air Release Valve & Vault	each	6	\$4,370.00	\$26,220.00	6				6	\$26,220.00
21.	Cleanout Assembly	each	39	\$750.00	\$29,250.00	50				50	\$37,500.00
22.	Core Drill Existing Wet Well/Manhole	l. sum	2	\$1,210.00	\$2,420.00	4				4	\$4,840.00
23.	Reconnect Existing Sewer Service	each	1	\$1,200.00	\$1,200.00	1				1	\$1,200.00
24.	Tie Existing Sewer to Proposed Manhole	each	1	\$1,150.00	\$1,150.00	2				2	\$2,300.00
25.	Class III Channel Lining (w/ Geotextile Fabric)	s.y.	330	\$44.00	\$14,520.00	277				277	\$12,188.00
26.	Landscaping & Seeding	l. sum	1	\$110,370.00	\$110,370.00	1				1	\$110,370.00
27.	Select Fill	tons	2,355	\$21.00	\$49,455.00	3013.33				3013.33	\$63,279.93
28.	Concrete Class B Thrustblocking	c.v.	6	\$150.00	\$900.00	12				12	\$1,800.00
29.	Concrete Driveway Replacement	s.y.	20	\$64.00	\$1,280.00	0				0	\$0.00
30.	Asphalt Driveway/Roadway Replacement	tons	146	\$195.00	\$28,470.00	204.55				204.55	\$39,887.25
31.	Clearing & Grubbing	l. sum	1	\$33,545.00	\$33,545.00	1				1	\$33,545.00
32a.	MCHS LS No. 1 - 270gpm Duplex Lift Station	l. sum	1	\$205,890.00	\$205,890.00	1				1	\$205,890.00
32b.	MCHS LS No. 1 - Electrical (includes Generator)	l. sum	1	\$69,350.00	\$69,350.00	1				1	\$69,350.00
32c.	MCHS LS No. 1 - Site Grading, DGA, Culvert & Riprap	l. sum	1	\$14,910.00	\$14,910.00	1				1	\$14,910.00
32d.	MCHS LS No. 1 - Site Fencing & Gate	l. sum	1	\$14,210.00	\$14,210.00	1				1	\$14,210.00
33a.	Steeple Chase LS No. 2 - 50gpm Duplex Lift Station	l. sum	1	\$45,925.00	\$45,925.00	1				1	\$45,925.00
33b.	Steeple Chase LS No. 2 - Electrical	l. sum	1	\$20,300.00	\$20,300.00	1				1	\$20,300.00
33c.	Steeple Chase LS No. 2 - Site Grading & DGA	l. sum	1	\$3,560.00	\$3,560.00	1				1	\$3,560.00
33d.	Steeple Chase LS No. 2 - Site Fencing & Gate	l. sum	1	\$8,480.00	\$8,480.00	1				1	\$8,480.00
34.	Mobilization/Demobilization	l. sum	1	\$7,850.00	\$7,850.00	0.75				1	\$7,850.00
35.	Bonds & Insurance	l. sum	1	\$52,980.00	\$52,980.00	1				1	\$52,980.00
36.	Erosion & Sediment Control	l. sum	1	\$42,280.00	\$42,280.00	1				1	\$42,280.00
CO 01	24" CMP Upgrade	l. sum	1	\$1,150.00	\$1,150.00	1				1	\$1,150.00
CO 02	MCHS LS No. 1 - Pump & Control Material Changes	l. sum	1	\$5,230.00	\$5,230.00	1				1	\$5,230.00
CO 03	Steeple Chase LS No. 2 - Pump & Control Material Changes	l. sum	1	\$8,550.00	\$8,550.00	1				1	\$8,550.00
CO 04	10" SDR-26 PVC Gravity Sewer (0-10' Deep) Installed DEC	l.f.	813	\$46.00	\$37,398.00	813				813	\$37,398.00
CO 05	Electrical changes at lift station	l. sum	1	\$4,006.05	\$4,006.05	1				1	\$4,006.05
CO 06	12" steel Encasement (steam Crossing)	lf	0	\$75.00	\$6,000.00	80				80	\$6,000.00



MARSHALL COUNTY SANITATION DISTRICT DRAFFENVILLE SEWER EXPANSION PHASES 1-3  
 EXAMPLE INVOICING SPREADSHEET WITH STORED MATERIALS CALCULATIONS

APPLICATION #15 retainage  
 Oct-19

A	B	C	D	E	F	G	H	I	J	K	L
ITEM	DESCRIPTION	BID QTY	UNIT	UNIT PRICE BID	BID AMT	PREVIOUSLY INSTALLED	INSTALLED THIS MONTH	MTL STORED TO DATE	STORED MTL AMT	QTY INST TO DATE	AMOUNT TO DATE
CO 07	8" SDR-26" PVC Gravity Sewer (15'+Deep)	Lf	0	\$66.00	\$6,930.00	255				255	\$16,830.00
CO 08	Sewer Line J- Clearing & Grubbing	L sum	0	\$9,694.00	\$9,694.00	1				1	\$9,694.00
CO 09	SEWER LINE J-LANDSCAPING & SEEDING	L sum	1	\$8,282.00	8282.00	1				1	\$8,282.00
<b>JOB TOTALS</b>					<b>\$2,186,718.05</b>			<b>3</b>	<b>\$2,785.20</b>		<b>\$2,313,182.23</b>

SUMMARY

A	Total Contract Amount with Change Orders	\$2,313,182.23
B	Total Stored to Date (Total of Column J)	
C	Total Completed & Stored to Date (Column J + Column L)	\$2,313,182.23
D	Total Retainage (5%)	
E	Amount Paid Previously	\$2,198,304.68
F	Current Invoice Amount (Item C - Items D & E)	\$114,877.55

NOTES

- COLUMN I** THIS VALUE IS CALCULATED USING THE BID AMOUNT LESS THE AMOUNTS INSTALLED
- COLUMN J** THIS VALUE IS CALCULATED BASED ON THE STORED AMOUNT SHOWN IN COLUMN I MULTIPLIED BY THE MATERIAL UNIT PRICE PAID FROM THE INVOICE INCLUDING TAX



## Professional Services Invoice

**Service Provider:** Rivercrest Engineering Incorporated  
 3519 State Route 440  
 Hickory, KY 42051  
 Phone (270) 519-7675

**Invoice No.:** 26  
**Invoice Date:** November 4, 2019

**REI Project No.:** 17009-02

**Client:** Marshall County Fiscal Court  
 Attn: Kevin Neal, Judge/Executive  
 1101 Main Street  
 Benton, KY 42025

**Project Name:** MC San District  
 Sanitary Sewer Expansion  
 Phase 1  
 Draffenville, KY

**Service Dates:** 9/28/2019 through 11/1/2019

Professional Service Invoice Type:	Lump Sum & Hourly	375,800.00
Lump Sum - Des thru Proc	165,400.00	- Approved at 8/2/17 MCFC Meeting
Hourly - Const Eng & Obs	141,000.00	- Approved at 2/20/18 MCFC Meeting
Lump Sum - CM #1 - LStation	15,000.00	- Contract Mod #1 Approved 6/18/18 by Signed Proposal Letter
Lump Sum - CM #2 - Grav. Ext to WWTP	33,000.00	- Contract Mod #2 Approved 4/8/19 @ MCFC Meeting
Hourly - CM #3 - Const Time Extension	21,400.00	- Contract Mod #3 Approved 9/3/19 by signed proposal letter

Task Item No	Service Description	L.S. Amount	Units This Period	Complete to Date	Amount Subtotal
1	Preliminary Evaluation	9,600.00		100%	\$9,600.00
2	Preliminary Design & Survey Coord.	29,900.00		100%	\$29,900.00
3	Final Design & Permitting	42,200.00		100%	\$42,200.00
4	Easement Development & Negotiation	33,900.00		100%	\$33,900.00
5	Procurement Assistance	6,800.00		100%	\$6,800.00
6	Cont Mod #1 - Relocate L Sta and Gravity	15,000.00		100%	\$15,000.00
7	Cont Mod #2 - Gravity Extension Sycamore Cr to WWTP	12,400.00		100%	\$12,400.00

<b>Subtotal Lump Sum Services</b>	<b>149,800.00</b>		<b>100%</b>	<b>\$149,800.00</b>
<b>L.S. Direct Expenses - Surv/Geo/Elec</b>	<b>43,000.00</b>		<b>100%</b>	<b>\$43,000.00</b>
<b>Construction Phase Services - Hourly T&amp;M</b>				
Hourly - Tech. Rate	75.00	47.5	1630	\$122,212.50
Hourly - Des. Rate	90.00		22	\$1,980.00
Hourly - PM Rate	115.00	11.0	381	\$43,815.00
<b>Direct Expense - Mileage</b>	0.59	315	7879	\$4,648.61
<b>Approved HRLY Amt.</b>	<span style="border: 1px solid black; padding: 2px;">183,000.00</span>		94.3%	<b>\$172,656.11</b>
<small>* Initial Fee Est. based on 32 Week Construction Period</small>				
<b>Amount Earned to Date</b>				<b>\$365,456.11</b>
Less Amount Previously Invoiced				\$360,442.76
<b>Amount Due this Invoice</b>				<b>\$5,013.35</b>

**Service fees due for professional services rendered in October 2019 = \$5,013.35**

R. Brian Flynn, PE, President

Payment History (see Page 2) :

<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Amount Due</u>	<u>Amount Paid</u>	<u>Date Received</u>	<u>Invoice Age</u>	<u>Cummulative AR</u>
1	September 12, 2017	\$16,235.00	\$16,235.00	1/4/2018	0	\$0.00
2	November 1, 2017	\$42,925.00	\$42,925.00	1/4/2018	0	\$0.00
3	December 5, 2017	\$33,610.00	\$33,610.00	1/4/2018	0	\$0.00
4	January 3, 2018	\$14,020.00	\$14,020.00	2/8/2018	0	\$0.00
5	February 9, 2018	\$11,870.00	\$11,870.00	3/26/2018	0	\$0.00
6	March 5, 2018	\$12,280.00	\$12,280.00	5/29/2018	0	\$0.00
7	April 5, 2018	\$13,560.00	\$13,560.00	4/13/2018	0	\$0.00
8	May 8, 2018	\$9,800.00	\$9,800.00	6/12/2018	0	\$0.00
9	June 7, 2018	\$7,700.00	\$7,700.00	6/20/2018	0	\$0.00
10	July 9, 2018	\$12,400.00	\$12,400.00	8/10/2018	0	\$0.00
11	August 8, 2018	\$6,000.00	\$6,000.00	8/27/2018	0	\$0.00
12	September 4, 2018	\$6,110.54	\$6,110.54	10/4/2018	0	\$0.00
13	October 1, 2018	\$13,987.25	\$13,987.25	12/10/2018	0	\$0.00
14	November 2, 2018	\$20,342.46	\$20,342.46	12/10/2018	0	\$0.00
15	December 3, 2018	\$12,934.66	\$12,934.66	1/12/2019	0	\$0.00
16	January 3, 2019	\$14,204.37	\$14,204.37	1/25/2019	0	\$0.00
17	February 1, 2019	\$19,137.43	\$19,137.43	2/21/2019	0	\$0.00
18	March 4, 2019	\$15,327.94	\$15,327.94	3/25/2019	0	\$0.00
19	April 1, 2019	\$15,579.51	\$15,579.51	4/26/2019	0	\$0.00
20	May 1, 2019	\$17,496.15	\$17,496.15	7/10/2019	0	\$0.00
21	June 3, 2019	\$18,459.53	\$18,459.53	7/10/2019	0	\$0.00
22	July 1, 2019	\$6,052.50			126	\$6,052.50
23	August 6, 2019	\$3,880.00	\$3,880.00	8/24/2019	0	\$6,052.50
24	September 3, 2019	\$6,913.40			62	\$12,965.90
25	September 30, 2019	\$9,617.02			35	\$22,582.92
26	November 4, 2019	\$5,013.35			0	\$27,596.27



Marshall County Fiscal Court  
SX 21157035  
Draw # 14

A18-014  
11/4/19

**PROJECT EXPENSES THIS DRAW REQUEST**  
(Include Invoices for Expenses Listed Below)

<u>Draw #</u>	<u>Budget Line Items</u>	<u>Invoice #</u>	<u>Vendor</u>	<u>Amount</u>
14	Engineering Fees - Construction	26	Rivercrest Engineering, Inc	4,335.21
14	Engineering Fees - Inspection	26	Rivercrest Engineering, Inc	678.14
14	Construction	14	Murtco Utility Services, LI	73,084.33
14	Construction	15	Murtco Utility Services, LI	113,696.61



**PROJECT BUDGET**

**Borrower:** Marshall County Fiscal Court  
**WX/SX Number:** SX 21157035  
**KIA Loan #:** A18-014

[Click here to go back to Instructions.](#)

**Budget Dates:**

Cost	1/1/2018	6/8/2018	10/1/2018	12/3/2018	1/3/2019	11/4/2019	11/4/2019	Expenses to Date	Balance
	Preliminary Budget	As Bid Budget	Revised Budget	Revised Budget	Revised Budget	Revised Budget	Current Budget		
Administrative	55,000.00	55,000.00	55,000.00	55,000.00	55,000.00	56,500.00	56,500.00	42,450.00	14,050.00
Legal	-	-	-	-	-	-	-	-	0.00
Land/Appraisals/Easements/Rights of Way	75,000.00	-	33,900.00	33,900.00	33,900.00	36,700.00	36,700.00	36,700.00	0.00
Relocation Expense	-	-	-	-	-	-	-	-	0.00
Planning	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00	0.00
Engineering Fees - Design	78,900.00	78,900.00	93,900.00	93,900.00	93,900.00	100,700.00	100,700.00	100,700.00	0.00
Engineering Fees - Construction	45,000.00	45,000.00	45,000.00	45,000.00	45,000.00	62,200.00	62,200.00	51,856.11	10,343.89
Engineering Fees - Inspection	96,000.00	96,000.00	96,000.00	96,000.00	96,000.00	120,000.00	120,000.00	120,000.00	0.00
Engineering Fees - Other	76,900.00	76,900.00	43,000.00	43,000.00	43,000.00	46,600.00	46,600.00	46,600.00	0.00
Construction	2,391,444.00	2,107,760.00	2,107,760.00	2,122,690.00	2,160,088.00	2,313,182.23	2,313,182.23	2,311,219.73	1,962.50
Equipment	-	-	-	-	-	-	-	-	0.00
Contingency	239,144.00	597,828.00	582,828.00	567,898.00	530,500.00	321,505.77	321,505.77	-	321,505.77
Other	-	-	-	-	-	-	-	-	0.00
<b>Total</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>2,719,125.84</b>	<b>347,862.16</b>

**Funding Sources**

A18-014	3,066,988.00	3,066,988.00	3,066,988.00	3,066,988.00	3,066,988.00	3,066,988.00	3,066,988.00	2,719,125.84	347,862.16
Local Funds	-	-	-	-	-	-	-	-	-
Funding Source #3	-	-	-	-	-	-	-	-	-
Funding Source #4	-	-	-	-	-	-	-	-	-
Funding Source #5	-	-	-	-	-	-	-	-	-
Funding Source #6	-	-	-	-	-	-	-	-	-
Funding Source #7	-	-	-	-	-	-	-	-	-
<b>Total</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>3,066,988.00</b>	<b>2,719,125.84</b>	<b>347,862.16</b>

ERROR

Use the space below for notes related to change orders and/or budget revisions.

Budget was revised to reflect easement negotiation/acquisition costs and to add Engineering required for the lift station redesign.	Budget was revised to reflect modification to proposed culvert pipe, pumps and controls for consistency with District standards.	Budget was revised to reflect the addition of a pay item for 10-inch SDR 26 sewer piping at depths of 0-10 feet. A new unit price was required as the original bid included only 10-15 foot depths of installation for this type of piping.	Budget was revised to reflect the installed quantities on the project through 10/31/19.
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# THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No. 82C230165

AIA Document A312

## Performance Bond

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

CONTRACTOR (Name and Address):

Murtco Utility Services, LLC d/b/a Murtco  
815 Abell St.  
Paducah, KY 42002

OWNER (Name and Address):

Marshall County Fiscal Court  
1101 Main Street  
Benton, KY 42025

CONSTRUCTION CONTRACT

Date:

Amount: (\$ 2,462,078.00 ) Two Million Four Hundred Sixty Two Thousand Seventy Eight Dollars and 00/100

Description (Name and Location): Southwest One Industrial Development Water & Sewer Expansion

SURETY (Name and Principal Place of Business):

The Ohio Casualty Insurance Company  
175 Berkeley Street  
Boston, MA 02116

BOND

Date (Not earlier than Construction Contract Date):

Amount: (\$ 2,462,078.00 ) Two Million Four Hundred Sixty Two Thousand Seventy Eight Dollars and 00/100

Modifications to this Bond:


None

See Page 3

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

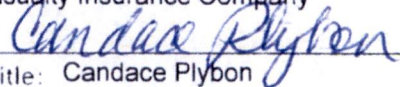
Murtco Utility Services, LLC d/b/a Murtco

Signature:   
Name and Title: KEITH MURT JR. OWNER

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature:   
Name and Title: Candace Plybon  
Attorney-in-Fact

(Any additional signatures appear on page 3)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services  
200 W. Vine Street, Suite 300  
Lexington, KY 40507  
859-422-3766

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

**1** The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

**2** If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except to participate in conferences as provided in Subparagraph 3.1.

**3** If there is no Owner Default, the Surety's obligation under this Bond shall arise after:

**3.1** The Owner has notified the Contractor and the Surety at its address described in Paragraph 10 below that the Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with the Contractor and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Construction Contract. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default; and

**3.2** The Owner has declared a Contractor Default and formally terminated the Contractor's right to complete the contract. Such Contractor Default shall not be declared earlier than twenty days after the Contractor and the Surety have received notice as provided in Subparagraph 3.1; and

**3.3** The Owner has agreed to pay the Balance of the Contract Price to the Surety in accordance with the terms of the Construction Contract or to a contractor selected to perform the Construction Contract in accordance with the terms of the contract with the Owner.

**4** When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

**4.1** Arrange for the Contractor, with consent of the Owner, to perform and complete the Construction Contract; or

**4.2** Undertake to perform and complete the Construction Contract itself, through its agents or through independent contractors; or

**4.3** Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and the contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 6 in excess of the Balance of the Contract Price incurred by the Owner resulting from the Contractor's default; or

**4.4** Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

**.1** After investigation, determine the amount for

which it may be liable to the Owner and, as soon as practicable after the amount is determined, tender payment therefor to the Owner; or

**.2** Deny liability in whole or in part and notify the Owner citing reasons therefor.

**5** If the Surety does not proceed as provided in Paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Subparagraph 4.4, and the Owner refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

**6** After the Owner has terminated the Contractor's right to complete the Construction Contract, and if the Surety elects to act under Subparagraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. To the limit of the amount of this Bond, but subject to commitment by the Owner of the Balance of the Contract Price to mitigation of costs and damages on the Construction Contract, the Surety is obligated without duplication for:

**6.1** The responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

**6.2** Additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 4; and

**6.3** Liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

**7** The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators or successors.

**8** The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

**9** Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation avail-

able to sureties as a defense in the jurisdiction of the suit shall be applicable.

10 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page.

11 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

## 12 DEFINITIONS

12.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Con-

tractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

12.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

12.3 Contractor Default: Failure of the Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Construction Contract.

12.4 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

## MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

THE AMERICAN INSTITUTE OF ARCHITECTS



Bond No 82C230165

AIA Document A312

Payment Bond

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

CONTRACTOR (Name and Address):

Murtco Utility Services, LLC d/b/a Murtco
815 Abell St.
Paducah, KY 42002

OWNER (Name and Address):

Marshall County Fiscal Court
1101 Main Street
Benton, KY 42025

CONSTRUCTION CONTRACT

Date:

Amount: (\$2,462,078.00 ) Two Million Four Hundred Sixty Two Thousand Seventy Eight Dollars and 00/100

Description (Name and Location): Southwest One Industrial Development Water & Sewer Expansion

SURETY (Name and Principal Place of Business):

The Ohio Casualty Insurance Company
175 Berkeley Street
Boston, MA 02116

BOND

Date (Not earlier than Construction Contract Date):

Amount: (\$ 2,462,078.00 ) Two Million Four Hundred Sixty Two Thousand Seventy Eight Dollars and 00/100

Modifications to this Bond:

[X] None

[ ] See Page 6

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)

Murtco Utility Services, LLC d/b/a Murtco

Signature: [Handwritten Signature]
Name and Title: KEITH MURTCO JR. OWNER

SURETY

Company: (Corporate Seal)

The Ohio Casualty Insurance Company

Signature: [Handwritten Signature]
Name and Title: Candace Plybon
Attorney-in-Fact

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)

AGENT or BROKER:

McGriff Insurance Services
200 W. Vine Street, Suite 300
Lexington, KY 40507
859-422-3766

OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

1 The Contractor and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference.

2 With respect to the Owner, this obligation shall be null and void if the Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity whose claim, demand, lien or suit is for the payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, provided the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety, and provided there is no Owner Default.

3 With respect to Claimants, this obligation shall be null and void if the Contractor promptly makes payment, directly or indirectly, for all sums due.

4 The Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with the Contractor have given notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with the Contractor:

- .1 Have furnished written notice to the Contractor and sent a copy, or notice thereof, to the Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and
- .2 Have either received a rejection in whole or in part from the Contractor, or not received within 30 days of furnishing the above notice any communication from the Contractor by which the Contractor has indicated the claim will be paid directly or indirectly; and
- .3 Not having been paid within the above 30 days, have sent a written notice to the Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to the Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the Contractor.

5 If a notice required by Paragraph 4 is given by the Owner to the Contractor or to the Surety, that is sufficient compliance.

6 When the Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1 Send an answer to the Claimant, with a copy to the Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7 The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any Construction Performance Bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and the Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

9 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

11 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the work or part of the work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Subparagraph 4.1 or Clause 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, the Owner or the Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, 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. The intent is that this

Bond shall be construed as a statutory bond and not as a common law bond.

14 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

**15 DEFINITIONS**

15.1 Claimant: An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the

Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Construction Contract: The agreement between the Owner and the Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of the Owner, which has neither been remedied nor waived, to pay the Contractor as required by the Construction Contract or to perform and complete or comply with the other terms thereof.

**MODIFICATIONS TO THIS BOND ARE AS FOLLOWS:**

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL  
Company: \_\_\_\_\_ (Corporate Seal)

SURETY  
Company: \_\_\_\_\_ (Corporate Seal)

Signature: \_\_\_\_\_  
Name and Title:  
Address:

Signature: \_\_\_\_\_  
Name and Title:  
Address:

**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. 7907763

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. Largen; 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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



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.