



March 29, 2021

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

**RE: Award Recommendation Letter
Draffenville West Sewer Expansion – Phase 1
Benton, Marshall County, Kentucky**

Judge Neal,

On March 26th, sealed bids were accepted and opened for the above referenced project. Three (3) competitive bids were received with the total bid amounts tabulated as follows:

BIDDER	BID AMOUNT	DIFFERENCE
Murtco Utility Services, LLC	\$966,040.00	
Twin States Utilities & Excavation, Inc.	\$976,240.00	\$10,200.00
RKA Construction, LLC	\$1,144,427.00	\$178,387.00

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 Utility Services, LLC (Murtco) on several water and sewer construction projects in recent years. Most recently, we have worked with Murtco through the construction of the Southwest One Industrial Development – Water & Sewer Improvements, and the large sewer expansion project on the east side of I-69 in Draffenville. 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 - **\$966,040.00**. 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

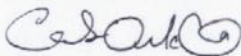
cc: Randy Green – Chairman MC Sanitation District
Rivercrest Job No. 20008

**DRAFFENVILLE WEST SEWER EXPANSION - PHASE 1
for the Marshall County Fiscal Court / Sanitation District
UNIT PRICE BID TABULATION - MARCH 26, 2021**

				MURTCO UTILITY SERVICES, LLC.		TWIN STATES UTILITIES & EXCAVATION, INC.		RKA CONSTRUCTION, LLC	
ITEM	DESCRIPTION	UNIT	BID QTY	UNIT PRICE BID	TOTAL	UNIT PRICE BID	TOTAL	UNIT PRICE BID	TOTAL
1.	10" SDR-26 PVC Gravity Sewer (15'+ Deep)	l.f.	690	\$ 72.00	\$ 49,680.00	\$ 83.00	\$ 57,270.00	\$ 77.00	\$ 53,130.00
2.	10" SDR-35 PVC Gravity Sewer (10'-15' Deep)	l.f.	1,765	\$ 55.00	\$ 97,075.00	\$ 71.00	\$ 125,315.00	\$ 64.00	\$ 112,960.00
3.	10" SDR-35 PVC Gravity Sewer (0'-10' Deep)	l.f.	730	\$ 50.00	\$ 36,500.00	\$ 71.00	\$ 51,830.00	\$ 58.00	\$ 42,340.00
4.	8" SDR-35 PVC Gravity Sewer (Stubout)	l.f.	45	\$ 48.00	\$ 2,160.00	\$ 55.00	\$ 2,475.00	\$ 57.00	\$ 2,565.00
5.	8" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	120	\$ 46.00	\$ 5,520.00	\$ 55.00	\$ 6,600.00	\$ 54.00	\$ 6,480.00
6.	8" RJ/PVC Gravity Sewer	l.f.	430	\$ 55.00	\$ 23,650.00	\$ 64.00	\$ 27,520.00	\$ 69.00	\$ 29,670.00
7.	6"DR11 IPS HDPE Force Main (w/in Encasement)	l.f.	760	\$ 53.00	\$ 40,280.00	\$ 41.00	\$ 31,160.00	\$ 109.00	\$ 82,840.00
8.	6"DR11 IPS HDPE Force Main (Open Cut)	l.f.	150	\$ 125.00	\$ 18,750.00	\$ 45.00	\$ 6,750.00	\$ 46.00	\$ 6,900.00
9.	6" PVC Lateral	l.f.	240	\$ 49.00	\$ 11,760.00	\$ 40.00	\$ 9,600.00	\$ 162.00	\$ 38,880.00
10.	6" Cleanout Assembly	each	16	\$ 785.00	\$ 12,560.00	\$ 1,315.00	\$ 21,040.00	\$ 682.00	\$ 10,912.00
11.	24" Steel Encasement (FM Bore & Jack - Purchase Parkway, incl. dual pipe casing spacers)	l.f.	380	\$ 460.00	\$ 174,800.00	\$ 375.00	\$ 142,500.00	\$ 504.00	\$ 191,520.00
12.	16" Steel Encasement (Stream Crossing)	l.f.	40	\$ 125.00	\$ 5,000.00	\$ 200.00	\$ 8,000.00	\$ 115.00	\$ 4,600.00
13.	16" Steel Encasement (Bore & Jack)	l.f.	390	\$ 385.00	\$ 150,150.00	\$ 289.00	\$ 112,710.00	\$ 432.00	\$ 168,480.00
14.	4' Diameter Precast Concrete Manhole (15'+ Deep)	each	2	\$ 7,305.00	\$ 14,610.00	\$ 7,284.00	\$ 14,568.00	\$ 6,700.00	\$ 13,400.00
15.	4' Diameter Precast Concrete Manhole (10'-15' Deep)	each	5	\$ 6,635.00	\$ 33,175.00	\$ 6,340.00	\$ 31,700.00	\$ 6,700.00	\$ 33,500.00
16.	4' Diameter Precast Concrete Manhole (4'-10' Deep)	each	7	\$ 5,600.00	\$ 39,200.00	\$ 4,736.00	\$ 33,152.00	\$ 6,700.00	\$ 46,900.00
17.	Frankfort Road Lift Station	l. sum	1	\$ 90,370.00	\$ 90,370.00	\$ 130,000.00	\$ 130,000.00	\$ 98,000.00	\$ 98,000.00
18.	Frankfort Rd L.S. Site Grading, 20' Entrance Road & DGA	l. sum	1	\$ 10,240.00	\$ 10,240.00	\$ 13,000.00	\$ 13,000.00	\$ 11,000.00	\$ 11,000.00
19.	Frankfort Rd L.S. Electrical	l. sum	1	\$ 50,370.00	\$ 50,370.00	\$ 50,000.00	\$ 50,000.00	\$ 48,650.00	\$ 48,650.00
20.	Frankfort Rd L.S. Site Fencing & Gate	l. sum	1	\$ 8,500.00	\$ 8,500.00	\$ 9,500.00	\$ 9,500.00	\$ 7,620.00	\$ 7,620.00
21.	Core Drill Existing Wet Well/Manhole	l. sum	1	\$ 1,450.00	\$ 1,450.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
22.	Class III Channel Lining (w/ Geotextile Fabric)	s.y.	200	\$ 48.00	\$ 9,600.00	\$ 30.00	\$ 6,000.00	\$ 35.00	\$ 7,000.00
23.	Concrete thrust blocking	c.y.	2	\$ 175.00	\$ 350.00	\$ 250.00	\$ 500.00	\$ 500.00	\$ 1,000.00
24.	Select Fill	tons	890	\$ 22.00	\$ 19,580.00	\$ 25.00	\$ 22,250.00	\$ 30.00	\$ 26,700.00
25.	Asphalt Roadway/driveway replacement	tons	36	\$ 225.00	\$ 8,100.00	\$ 300.00	\$ 10,800.00	\$ 80.00	\$ 2,880.00
26.	Landscaping & Seeding	l. sum	1	\$ 28,460.00	\$ 28,460.00	\$ 15,000.00	\$ 15,000.00	\$ 15,500.00	\$ 15,500.00
27.	Bonds & Insurance	l. sum	1	\$ 23,150.00	\$ 23,150.00	\$ 20,000.00	\$ 20,000.00	\$ 44,000.00	\$ 44,000.00
28.	Mobilization	l. sum	1	\$ 1,000.00	\$ 1,000.00	\$ 15,000.00	\$ 15,000.00	\$ 35,000.00	\$ 35,000.00
				TOTAL BID =	\$ 966,040.00	TOTAL BID =	\$ 976,240.00	TOTAL BID =	\$ 1,144,427.00

DENOTES ERROR IN CONTRACTOR'S BID SUBMITTAL

I hereby certify that the foregoing figures are as submitted on the 26th day of March, 2021.



Charles D. McCann, II, PE - KY #26434

SECTION 00310

UNIT PRICE BID FORM

BID PROPOSAL

**MARSHALL COUNTY SANITATION DISTRICT – DRAFFENVILLE
WEST SEWER EXPANSION PHASE 1**

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 **Marshall County Sanitation District – Draffenville West Sewer Expansion Phase 1** 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 90 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages the sum of \$500.00 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 590 DOLLARS (\$ 590) in the form of a Bid Bond is submitted herewith in accordance with the specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

1

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

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


DRAFFENVILLE WEST SEWER EXPANSION - PHASE 1
for the Marshall County Fiscal Court / Sanitation District
UNIT PRICE BID FORM

ITEM	DESCRIPTION	UNIT	BID QTY	UNIT PRICE	TOTAL
1.	10" SDR-26 PVC Gravity Sewer (15'+ Deep)	l.f.	690	72. ⁰⁰	49,680. ⁰⁰
2.	10" SDR-35 PVC Gravity Sewer (10'-15' Deep)	l.f.	1,765	55. ⁰⁰	97,075. ⁰⁰
3.	10" SDR-35 PVC Gravity Sewer (0'-10' Deep)	l.f.	730	50. ⁰⁰	36,500. ⁰⁰
4.	8" SDR-35 PVC Gravity Sewer (Stubout)	l.f.	45	48. ⁰⁰	2,160. ⁰⁰
5.	8" SDR-35 PVC Gravity Sewer (0-10' Deep)	l.f.	120	46. ⁰⁰	5,520. ⁰⁰
6.	8" R./PVC Gravity Sewer	l.f.	430	55. ⁰⁰	23,650. ⁰⁰
7.	6"DR11 IPS HDPE Force Main (w/in Encasement)	l.f.	760	53. ⁰⁰	40,280. ⁰⁰
8.	6"DR11 IPS HDPE Force Main (Open Cut)	l.f.	150	125. ⁰⁰	18,750. ⁰⁰
9.	6" PVC Lateral	l.f.	240	49. ⁰⁰	11,760. ⁰⁰
10.	6" Cleanout Assembly	each	16	785. ⁰⁰	12,560. ⁰⁰
11.	24" Steel Encasement (FM Bore & Jack - Purchase Parkway, incl. dual pipe casing spacers)	l.f.	380	460. ⁰⁰	174,800. ⁰⁰
12.	16" Steel Encasement (Stream Crossing)	l.f.	40	125. ⁰⁰	5,000. ⁰⁰
13.	16" Steel Encasement (Bore & Jack)	l.f.	390	385. ⁰⁰	150,150. ⁰⁰
14.	4' Diameter Precast Concrete Manhole (15'+ Deep)	each	2	7,305. ⁰⁰	14,610. ⁰⁰
15.	4' Diameter Precast Concrete Manhole (10'-15' Deep)	each	5	6,635. ⁰⁰	33,175. ⁰⁰
16.	4' Diameter Precast Concrete Manhole (4'-10' Deep)	each	7	5,600. ⁰⁰	39,200. ⁰⁰
17.	Frankfort Road Lift Station	l. sum	1	90,370. ⁰⁰	90,370. ⁰⁰
18.	Frankfort Rd L.S. Site Grading, 20' Entrance Road & DGA	l. sum	1	10,240. ⁰⁰	10,240. ⁰⁰
19.	Frankfort Rd L.S. Electrical	l. sum	1	50,370. ⁰⁰	50,370. ⁰⁰
20.	Frankfort Rd L.S. Site Fencing & Gate	l. sum	1	8,500. ⁰⁰	8,500. ⁰⁰
21.	Core Drill Existing Wet Well/Manhole	l. sum	1	1,450. ⁰⁰	1,450. ⁰⁰
22.	Class III Channel Lining (w/ Geotextile Fabric)	s.y.	200	48. ⁰⁰	9,600. ⁰⁰
23.	Concrete thrust blocking	c.y.	2	175. ⁰⁰	350. ⁰⁰
24.	Select Fill	tons	890	22. ⁰⁰	19,580. ⁰⁰
25.	Asphalt Roadway/driveway replacement	tons	36	225. ⁰⁰	8,100. ⁰⁰
26.	Landscaping & Seeding	l. sum	1	28,460. ⁰⁰	28,460. ⁰⁰
27.	Bonds & Insurance	l. sum	1	23,150. ⁰⁰	23,150. ⁰⁰
28.	Mobilization	l. sum	1	1,000. ⁰⁰	1,000. ⁰⁰
TOTAL BID =					966,040.⁰⁰

1. This is a unit price contract. The final contract price will be based on the unit price and number of units installed. The Owner reserves the right to increase or decrease quantities as dictated by Project Conditions.
2. In the case of a discrepancy between unit prices and computed totals, unit prices should prevail.

KNOWLEDGE OF LOCAL CONDITIONS AND CONTRACT DOCUMENTS: The undersigned has examined the location of the proposed work, the Drawings, Specifications, and other Contract Documents, and is familiar with the local conditions at the place where the work is to be performed.

BIDDER MURTCO

BY  KEITH MURT JR. DATE 3/26/2021

TITLE OWNER

ADDRESS / EMAIL / TELEPHONE NO. 815 ABELL ST. PADUCAH, KY 42003

KMURTJR @ MURTCO.COM 270-444-0679

SECTION 00350

BID CRITERIA SHEET

All bidders shall fill out and submit this form with their bid:

A. Safety Plan (attach to bid)

B. List Supervisory Staff proposed for this Work

- 1. Proposed Project Manager MATT HUNTER
- 2. Proposed Project Superintendent MICHAEL ENGLISH

C. List Current Outstanding Contracts, with short description, completion dates and engineering references for each:

<u>SMITHLAND UTILITY RELOCATE</u>	<u>MAY 2021</u>	<u>BFW/KYTC</u>
<u>BRIDGE ST. WATER</u>	<u>APRIL 2021</u>	<u>PW</u>
<u>BARKLEY AIRPORT UTILITY EXPANSION</u>	<u>AUGUST 2021</u>	<u>CHA ENG.</u>

D. List Proposed Subcontractors and Division of Work:

RICK'S ELECTRIC - ELECTRICAL

FINLEY HORIZONTAL BORING - AUGER BORES

ROBIN'S FENCE - L.S. FENCING

E. Safety Equipment (Trench Boxes w/classifications, Gas Detectors, Confined Space Entry Equip, Etc.):

GME TRENCH BOXES

EFFICIENCY MANHOLE BOX

HONEYWELL GAS MONITORS

DBI SALA CONFINED SPACE EQUIPMENT

F. Construction Equipment (List all owned equipment to be used on the project):

CASE CX 210 EXCAVATOR

KUBOTA KX-080 EXCAVATOR

CASE 580 N BACKHOE

McELROY T500 FUSION EQUIPMENT

CASE CT440 SKID STEER

CASE 650K DOZER

G. Minimum of three (3) project references for projects of similar character.

Referenced Project Date Completed

Engineer Reference w/ Email & Phone No.

1. DRAFFENVILLE SEWER

RIVERCREST

2. U.S. 602 WATER

PW

3. SOUTHWEST ONE SEWER

RIVERCREST

MURTCO, INC.
SAFETY & HAZARD COMMUNICATIONS PROGRAM
TABLE OF CONTENTS

<input type="checkbox"/> Management's Commitment Letter	Revised December 1, 2020
<input type="checkbox"/> General Safety Policies / Procedures	Revised December 1, 2020
Substance Abuse Policy	Accident Reporting & Investigation Procedure
Corrective Action / Incentive Plan	Light Duty Policy
Safety Meeting Program	Personal Protective Equipment Policy
New Employee Orientation Program	
<input type="checkbox"/> Safety Policy	Revised December 1, 2020
Sub-Contractor Safety Review	Inspection Checklist
General Safety Rules	Key figures to remember (29 CFR 1926 & 1910)
<input type="checkbox"/> Hazard Communication Program	Revised December 1, 2020
<input type="checkbox"/> Blood borne Pathogens Program	Revised December 1, 2020
<input type="checkbox"/> First Aid and Health Program	Revised December 1, 2020
<input type="checkbox"/> Respiratory Program	Revised December 1, 2020
<input type="checkbox"/> Hearing Conservation Program	Revised December 1, 2020
<input type="checkbox"/> Emergency Action Plan	Revised December 1, 2020
<input type="checkbox"/> Fire Extinguisher Program	Revised December 1, 2020
<input type="checkbox"/> Electrical Safety & Lockout/Tagout Program	Revised December 1, 2020
<input type="checkbox"/> Electrical Equipment Testing Program	Revised December 1, 2020
<input type="checkbox"/> Fall Protection Program	Revised December 1, 2020
<input type="checkbox"/> Scaffolding Safety Program	Revised December 1, 2020
<input type="checkbox"/> Stairways & Ladders Safety Program	Revised December 1, 2020
<input type="checkbox"/> Confined Space Program	Revised December 1, 2020
<input type="checkbox"/> Cutting and Welding Program	Revised December 1, 2020
<input type="checkbox"/> Digging and Excavation Program	Revised December 1, 2020
<input type="checkbox"/> Hoisting and Rigging Program	Revised December 1, 2020
<input type="checkbox"/> Fleet Management Program	Revised December 1, 2020
<input type="checkbox"/> Forklift Program	Revised December 1, 2020
<input type="checkbox"/> Aerial Lift Program	Revised December 1, 2020
<input type="checkbox"/> Specialty Air Contaminants Program	Revised December 1, 2020
<input type="checkbox"/> Safety Data Sheets (SDS)	Revised December 1, 2020
<input type="checkbox"/> Forms (Various Inspection & Safety Forms)	Revised December 1, 2020

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Murtco Utility Services LLC

815 Abell St., Paducah, KY 42002

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 Sanitation District

1101 Main Street, 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 Draffenville West Sewer Expansion Phase 1, Benton, KY

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 26th day of March, 2021

April Lewis
(Witness)

Quilley Lewis
(Witness)



Murtco Utility Services LLC

(Principal) (Seal)

By: Keith Mart Jr (Title)

The Ohio Casualty Insurance Company

(Surety) (Seal)

By: Candace Plybon (Title)
Attorney-in-Fact Candace Plybon



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.

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

Certificate No: 8203072 - 973919

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, Deborah Davis, Robin Fisher, Clinton Glasscock, Jeffrey B. Hollon, Charles G. Peden, Candace Plybon, Tina Terry

all of the city of Louisville 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 5th day of February, 2020.



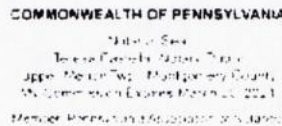
Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: [Signature]
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 5th day of February, 2020 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.



By: [Signature]
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 26 day of March, 2021.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary

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

To confirm the validity of this Power of Attorney call 1-811-832-8740 between 9:00 am and 4:30 pm EST on any business day

SECTION 00500

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made _____, By and Between the Marshall County Fiscal Court, hereinafter called the OWNER, and Murtco Utility Services, LLC, 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 **MARSHALL COUNTY SANITATION DISTRICT – DRAFFENVILLE WEST SEWER EXPANSION PHASE 1** 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 90 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 \$500.00 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: **Nine Hundred Sixty-Six Thousand, Forty Dollars and Zero Cents (\$966,040.00)** quoted in the Unit Price Bid Proposal by the Contractor, dated March 26, 2021, 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:

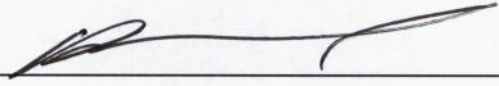
1. Invitation for Bids
2. Instructions to Bidders
3. Bid Proposal, March 26, 2021
4. Owner-Contractor Agreement
5. Form of Bid Bond
6. Performance Bond
7. Payment Bond
8. Notice of Award
9. Notice to Proceed
10. Change Order
11. General Conditions
12. Supplemental General Conditions
13. Plans and Specifications prepared by Rivercrest Engineering
14. Addenda 1

IN WITNESS WHEREOF:

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

MARSHALL CO. FISCAL COURT

Witness  _____

BY  _____

TITLE Subke Executive _____

MURTCO UTILITY SERVICES, LLC

Witness _____

BY _____

TITLE _____

SECTION 00610

NOTICE OF AWARD

To: MURTCO UTILITY SERVICES, LLC
815 ABELL STREET
PADUCAH, KY 42003

PROJECT DESCRIPTION: This sanitary sewer system expansion project will consist of the installation of approximately 3,740 l.f. of gravity sewer, and approximately 535 l.f. of pressurized sanitary sewer force main, 1 sanitary sewer lift station, manholes, and appurtenances.

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated March 26, 2021.

You are hereby notified that your BID has been accepted in the amount of **Nine Hundred Sixty-Six Thousand, Forty Dollars and Zero Cents (\$966,040.00)**.

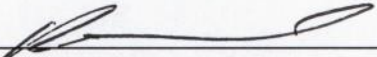
You are required by the Information for Bidders to execute the Agreement and furnish the required Contractor's Performance Bond and Payment Bond within ten (10) calendar days from the date of Notice of approval to you.

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 6th day of April, 2021.

MARSHALL COUNTY FISCAL COURT

By 

Title JUDGE EXECUTIVE

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by:

_____, this the _____ day of _____, 2021.

MURTCO UTILITY SERVICES, LLC

By: _____

Title _____