



September 19, 2017

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

**RE: Award Recommendation Letter
LIFT STATION IMPROVEMENTS – Marshall Co. Sanitation District No. 1
Aurora, Marshall County, Kentucky**

Judge Neal,

On August 17th, 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
Youngblood Excavating/Contracting, LLC	\$686,997.00	-
Murtco Utility Services, LLC	\$833,078.00	\$146,081.00
WK Industrial	\$997,787.00	\$310,790.00

Following receipt of the bids, Rivercrest Engineering (Rivercrest) performed a review of each bid package for completeness and compliance with the contract requirements. As Rivercrest has not worked with Youngblood Excavating/Contracting, LLC (YEC) on a sewer lift station project, Rivercrest contacted YEC's listed references to obtain project specific information on each project's scope of work, quality of workmanship, and overall satisfaction with respect to the construction and finished products. Based on the referenced projects, and the feedback received, Rivercrest determined that YEC's staff had successfully completed the referenced projects. Each reference expressed that they had no issues with the contractor regarding workmanship, schedule, or professionalism, and that the work was performed satisfactorily.

Since reviewing the low bidder's qualifications, Rivercrest has been engaged in non-competitive negotiations with the low bidder to review the project scope of work, and to investigate options for reducing the overall project cost, while maintaining quality and functionality for each lift station. The result of these negotiations was the preparation of a contract adjusting Change Order (attached). This change order includes updated unit pricing from YEC, based upon our discussions with Fiscal Court and operations staff.

It has been based upon this information, gathered during our review of Youngblood Excavating/Contracting, LLC's submittal documents, that Rivercrest recommends acceptance of YEC's bid, and award of this project to the low bidder, at the modified contact amount indicated on Change Order No. 1 - \$644,945.00. 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, revised bid proposal, and the Contract Change Order. If the Fiscal Court wishes to award the contract, as noted, please execute the attached Change Order, Notice of Award and Owner-Contractor Agreement documents (in duplicate) and forward to YEC for acceptance. 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". The signature is fluid and cursive, with a large initial "C" and "M".

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

Rivercrest Job No. 17004-01

LIFT STATION IMPROVEMENTS

for the
Marshall County Sanitation District No.1
UNIT PRICE BID TABULATION - AUGUST 17, 2017

ITEM	DESCRIPTION	UNITS	QTY.	YEC - UNIT PRICE	YEC - TOTAL	MURTCO - UNIT PRICE	MURTCO - TOTAL	WK IND. - UNIT PRICE	WK IND. - TOTAL
LIFT STATION No. 1 - CHEROKEE									
1.	Site Demolition & Removal	l.sum	1	\$4,480.00	\$4,480.00	\$11,376.00	\$11,376.00	\$5,974.00	\$5,974.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 1A)	l.sum	1	\$47,250.00	\$47,250.00	\$65,563.00	\$65,563.00	\$87,931.00	\$87,931.00
3.	Electrical (Incl. Generator, Slab, Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	\$60,000.00	\$60,000.00	\$70,525.00	\$70,525.00	\$63,181.00	\$63,181.00
4.	Site Piping (Includes Temporary Bypass)	l.sum	1	\$19,900.00	\$19,900.00	\$9,510.00	\$9,510.00	\$19,749.00	\$19,749.00
5.	Site Fencing & Gate	l.sum	1	\$5,000.00	\$5,000.00	\$5,468.00	\$5,468.00	\$8,274.00	\$8,274.00
6.	Site Improvements (Incl. DGA, Riprap, Culvert & Grading)	l.sum	1	\$11,400.00	\$11,400.00	\$17,584.00	\$17,584.00	\$11,581.00	\$11,581.00
7.	Site Restoration	l.sum	1	\$1,100.00	\$1,100.00	\$3,325.00	\$3,325.00	\$4,190.00	\$4,190.00
				L.S. No. 1 Total =	\$149,130.00	L.S. No. 1 Total =	\$183,351.00	L.S. No. 1 Total =	\$200,880.00
LIFT STATION No. 2 - WILLOW POND									
1.	Site Demolition & Removal	l.sum	1	\$5,500.00	\$5,500.00	\$16,488.00	\$16,488.00	\$2,327.00	\$2,327.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 2A)	l.sum	1	\$60,900.00	\$60,900.00	\$87,930.00	\$87,930.00	\$88,245.00	\$88,245.00
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	\$30,752.00	\$30,752.00	\$62,675.00	\$62,675.00	\$32,905.00	\$32,905.00
4.	Site Piping (Includes Temporary Bypass)	l.sum	1	\$18,570.00	\$18,570.00	\$6,210.00	\$6,210.00	\$16,971.00	\$16,971.00
5.	Site Fencing & Gate	l.sum	1	\$4,450.00	\$4,450.00	\$3,970.00	\$3,970.00	\$6,555.00	\$6,555.00
6.	Site Improvements (Incl. DGA, Riprap & Grading)	l.sum	1	\$10,900.00	\$10,900.00	\$19,520.00	\$19,520.00	\$14,493.00	\$14,493.00
7.	Site Restoration	l.sum	1	\$2,225.00	\$2,225.00	\$4,650.00	\$4,650.00	\$4,190.00	\$4,190.00
				L.S. No. 2 Total =	\$133,297.00	L.S. No. 2 Total =	\$201,443.00	L.S. No. 2 Total =	\$165,686.00
LIFT STATION No. 3 - BRASS LANTERN									
1.	Site Demolition & Removal	l.sum	1	\$4,900.00	\$4,900.00	\$7,050.00	\$7,050.00	\$5,217.00	\$5,217.00
2.	Wet Well & Manhole Top Replacements	l.sum	1	\$28,900.00	\$28,900.00	\$15,204.00	\$15,204.00	\$31,885.00	\$31,885.00
3.	Valve Vault	l.sum	1	\$13,200.00	\$13,200.00	\$13,500.00	\$13,500.00	\$11,747.00	\$11,747.00
4.	Wet Well & Manhole Rehabilitation (Epoxy Liner)	l.sum	1	\$28,850.00	\$28,850.00	\$30,170.00	\$30,170.00	\$49,884.00	\$49,884.00
5.	Electrical (Incl. Generator, Slab, Service, Control Panels, Wiring, Etc.)	l.sum	1	\$60,000.00	\$60,000.00	\$71,040.00	\$71,040.00	\$64,011.00	\$64,011.00
6.	Site Piping (Incl. All Work in Wet Well, Valve Vault, Site)	l.sum	1	\$18,900.00	\$18,900.00	\$38,130.00	\$38,130.00	\$38,689.00	\$38,689.00
7.	Site Improvements (Incl. DGA, Riprap & Grading)	l.sum	1	\$8,650.00	\$8,650.00	\$5,465.00	\$5,465.00	\$1,675.00	\$1,675.00
8.	Site Restoration	l.sum	1	\$1,100.00	\$1,100.00	\$2,325.00	\$2,325.00	\$4,190.00	\$4,190.00
				L.S. No. 3 Total =	\$164,500.00	L.S. No. 3 Total =	\$182,884.00	L.S. No. 3 Total =	\$207,298.00
LIFT STATION No. 4 - CATHOLIC CHURCH									
1.	Site Demolition & Removal	l.sum	1	\$4,400.00	\$4,400.00	\$7,050.00	\$7,050.00	\$6,228.00	\$6,228.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 4A)	l.sum	1	\$55,300.00	\$55,300.00	\$60,315.00	\$60,315.00	\$89,846.00	\$89,846.00
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	\$30,550.00	\$30,550.00	\$62,445.00	\$62,445.00	\$32,689.00	\$32,689.00
4.	Site Piping (Includes Gravity Sewer & Force Main)	l.sum	1	\$17,500.00	\$17,500.00	\$7,370.00	\$7,370.00	\$17,034.00	\$17,034.00
5.	Site Fencing & Gate	l.sum	1	\$5,000.00	\$5,000.00	\$5,680.00	\$5,680.00	\$8,788.00	\$8,788.00
6.	Site Improvements (Incl. Repl. Of Wet Well Top, Grouting, FM Cap & Grading)	l.sum	1	\$5,100.00	\$5,100.00	\$7,210.00	\$7,210.00	\$4,491.00	\$4,491.00
7.	Site Restoration	l.sum	1	\$2,225.00	\$2,225.00	\$4,390.00	\$4,390.00	\$3,808.00	\$3,808.00
				L.S. No. 4 Total =	\$120,075.00	L.S. No. 4 Total =	\$154,460.00	L.S. No. 4 Total =	\$162,884.00
LIFT STATION No. 5 - LAKELAND RESORT									
1.	Lift Station & Valve Vault (Incl. Pumps & Control Panel - See Specification)	l.sum	1	\$39,100.00	\$39,100.00	\$41,580.00	\$41,580.00	\$49,738.00	\$49,738.00
2.	Electrical (Incl. Pole, Service, Wiring, Etc.)	l.sum	1	\$27,000.00	\$27,000.00	\$15,675.00	\$15,675.00	\$19,936.00	\$19,936.00
3.	4" Dia. Precast Manholes	l.sum	1	\$12,875.00	\$12,875.00	\$7,295.00	\$7,295.00	\$23,916.00	\$23,916.00
4.	8" Gravity Sewer - Trench	l.sum	1	\$2,980.00	\$2,980.00	\$3,780.00	\$3,780.00	\$13,886.00	\$13,886.00
5.	8" Gravity Sewer & 2" Force Main - Combination Trench	l.sum	1	\$21,100.00	\$21,100.00	\$8,310.00	\$8,310.00	\$35,883.00	\$35,883.00
6.	2" HDPE Force Main - Slipline	l.sum	1	\$4,950.00	\$4,950.00	\$10,755.00	\$10,755.00	\$29,635.00	\$29,635.00
7.	6" Lateral Sewers w/ Cleanouts (Reconnect Existing Services)	l.sum	1	\$2,670.00	\$2,670.00	\$4,640.00	\$4,640.00	\$18,901.00	\$18,901.00
8.	Abandon Existing Lift Station	l.sum	1	\$2,225.00	\$2,225.00	\$2,185.00	\$2,185.00	\$3,603.00	\$3,603.00
9.	Site Improvements (Incl. Fill, DGA, Riprap & Grading)	l.sum	1	\$4,870.00	\$4,870.00	\$11,870.00	\$11,870.00	\$4,776.00	\$4,776.00
10.	Site Restoration	l.sum	1	\$2,225.00	\$2,225.00	\$4,850.00	\$4,850.00	\$8,737.00	\$8,767.00
				*West Kentucky Industrial - Portable Generator				\$51,998.00	\$51,998.00
				L.S. No. 5 Total =	\$119,995.00	L.S. No. 5 Total =	\$110,940.00	L.S. No. 5 Total =	\$261,039.00

Y.E.C. TOTAL BID =	\$686,997.00	MURTCO TOTAL BID =	\$833,078.00	WK IND. TOTAL BID =	\$997,787.00
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I hereby certify that the foregoing figures are as submitted this 17th day of August, 2017.


Charles D. McCann, II, P.E., KY #26434

SECTION 00310

UNIT PRICE BID FORM

**BID PROPOSAL
LIFT STATION IMPROVEMENTS**

Proposal of Youngblood Excavating & Contracting, LLC hereinafter called BIDDER), organized and existing under the laws of the Commonwealth of Kentucky to the City of Marshall County Sanitation District No. 1 (hereinafter called OWNER).

In compliance with your Invitation For Bid, Bidder hereby proposes to perform all work for the Lift Station Improvements 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 one hundred twenty (120) 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 sixty (60) 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 Thirty Four Thousand Three Hundred Forty Nine Dollars and Eighty Five Cents (\$ 34,349.85) in the form of a Bid Bond is submitted herewith in accordance with the specifications.

BIDDER acknowledges receipt of the following ADDENDUM:

na

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

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

LIFT STATION IMPROVEMENTS

for the

Marshall County Sanitation District No.1

UNIT PRICE BID FORM

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE	TOTAL
LIFT STATION No. 1 - CHEROKEE					
1.	Site Demolition & Removal	l.sum	1	4,480.00	4,480.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 1A)	l.sum	1	47,250.00	47,250.00
3.	Electrical (Incl. Generator, Slab, Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	60,000.00	60,000.00
4.	Site Piping (Includes Temporary Bypass)	l.sum	1	19,900.00	19,900.00
5.	Site Fencing & Gate	l.sum	1	5,000.00	5,000.00
6.	Site Improvements (Incl. DGA, Riprap, Culvert & Grading)	l.sum	1	11,400.00	11,400.00
7.	Site Restoration	l.sum	1	1,100.00	1,100.00
				L.S. No. 1 Total =	149,130.00
LIFT STATION No. 2 - WILLOW POND					
1.	Site Demolition & Removal	l.sum	1	5,500.00	5,500.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 2A)	l.sum	1	60,900.00	60,900.00
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	30,752.00	30,752.00
4.	Site Piping (Includes Temporary Bypass)	l.sum	1	18,570.00	18,570.00
5.	Site Fencing & Gate	l.sum	1	4,450.00	4,450.00
6.	Site Improvements (Incl. DGA, Riprap & Grading)	l.sum	1	10,900.00	10,900.00
7.	Site Restoration	l.sum	1	2,225.00	2,225.00
				L.S. No. 2 Total =	133,297.00
LIFT STATION No. 3 - BRASS LANTERN					
1.	Site Demolition & Removal	l.sum	1	4,900.00	4,900.00
2.	Wet Well & Manhole Top Replacements	l.sum	1	28,900.00	28,900.00
3.	Valve Vault	l.sum	1	13,200.00	13,200.00
4.	Wet Well & Manhole Rehabilitation (Epoxy Liner)	l.sum	1	28,850.00	28,850.00
5.	Electrical (Incl. Generator, Slab, Service, Control Panels, Wiring, Etc.)	l.sum	1	60,000.00	60,000.00
6.	Site Piping (Incl. All Work in Wet Well, Valve Vault, Site)	l.sum	1	18,900.00	18,900.00
7.	Site Improvements (Incl. DGA, Riprap & Grading)	l.sum	1	8,650.00	8,650.00
8.	Site Restoration	l.sum	1	1,100.00	1,100.00
				L.S. No. 3 Total =	164,500.00
LIFT STATION No. 4 - CATHOLIC CHURCH					
1.	Site Demolition & Removal	l.sum	1	4,400.00	4,400.00
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 4A)	l.sum	1	55,300.00	55,300.00
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	l.sum	1	30,550.00	30,550.00
4.	Site Piping (Includes Gravity Sewer & Force Main)	l.sum	1	17,500.00	17,500.00
5.	Site Fencing & Gate	l.sum	1	5,000.00	5,000.00
6.	Site Improvements (Incl. Repl. Of Wet Well Top, Grouting, FM Cap & Grading)	l.sum	1	5,100.00	5,100.00
7.	Site Restoration	l.sum	1	2,225.00	2,225.00
				L.S. No. 4 Total =	120,075.00
LIFT STATION No. 5 - LAKELAND RESORT					
1.	Lift Station & Valve Vault (Incl. Pumps & Control Panel - See Specification)	l.sum	1	39,100.00	39,100.00
2.	Electrical (Incl. Pole, Service, Wiring, Etc.)	l.sum	1	27,000.00	27,000.00
3.	4' Dia. Precast Manholes	l.sum	1	12,875.00	12,875.00
4.	8" Gravity Sewer - Trench	l.sum	1	2,980.00	2,980.00
5.	8" Gravity Sewer & 2" Force Main - Combination Trench	l.sum	1	21,100.00	21,100.00
6.	2" HDPE Force Main - Slipline	l.sum	1	4,950.00	4,950.00
7.	6" Lateral Sewers w/ Cleanouts (Reconnect Existing Services)	l.sum	1	2,670.00	2,670.00
8.	Abandon Existing Lift Station	l.sum	1	2,225.00	2,225.00
9.	Site Improvements (Incl. Fill, DGA, Riprap & Grading)	l.sum	1	4,870.00	4,870.00
10.	Site Restoration	l.sum	1	2,225.00	2,225.00
				L.S. No. 5 Total =	119,995.00
				TOTAL BID =	686,997.00

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 Youngblood Excavating & Contracting, LLC

BY *Kevin Bell* DATE 8/17/17

TITLE PM

ADDRESS 111 Pioneer Industrial Drive, Mayfield KY 42066

SECTION 00350

BID CRITERIA SHEET

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

A. Confined Space Policy (attach to bid)

B. Safety Plan (attach to bid)

C. List Supervisory Staff proposed for this Work

1. Proposed Project Manager Kevin Kell
2. Proposed Project Superintendent Mark Howard
3. Proposed Project Foreman Gary Whybark

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

- ISC Stave Mill-Reinforced concrete construction-8/17-Ray Richards 616 482 9971
- Noble Park Pond Stabilization-civil construction, concrete, dirt work, steel sheet piling-8/17-Kenny McDaniel 2707020683
- St Arbor NRCS-Wetland restoration-8/17-Dan Stangeland-2702457546
- 169 Sewer relocation-Sewer main installation, wet well construction-8/17-Tim Graves 6159451908

E. List Proposed Subcontractors and Division of Work:

- Meadows Coring-core drilling
- CK Masonry-Epoxy coating
- Lee Fence-Chainlink fencing
- Mott Electric-Electric

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

- Trench Boxes-certification upon request, Manhole Boxes-certification upon request, Road Plates, Gas monitor, manhole fan
- Personnel winch recovery system,

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

JD 300 excavator, jd 135 excavator, jd 700 lgp dozer, jd 333d skid steer, jd 544 wheel loader, Rock box, 6" Godwin Pump and hoses, misc pumps and hoses, generator, misc hand tools

H. Proposed Trench Dewatering Procedure:

Pump suction hose enveloped with washed gravel and vertical pipe to act as a well to lower ground water nearby the excavation.

I. Proposed Trench Shoring Procedure

Trench boxes with spreader bars
Manhole boxes with spreader bars

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

Referenced Project	Date Completed	Engineer Reference w/Phone No.
1. Elder Street Calvert city	2015	Charles McCann
2. I69 Sewer relocation	2017	Tim Graves-see above
3. Slick back road wet well	2016	Shannon Hayes 2707537307

 **AIA**® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Youngblood Excavating & Contracting,
LLC
111 Pioneer Industrial Drive
Mayfield, KY 42066
OWNER:
(Name, legal status and address)
Marshall County Sanitation District No. 1
P.O. Box 221
Hardin, KY 42048
BOND AMOUNT: 5% of Amount Bid

SURETY:
*(Name, legal status and principal place
of business)*
The Hanover Insurance Company
440 Lincoln Street
Worcester, MA 01653

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

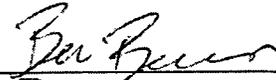
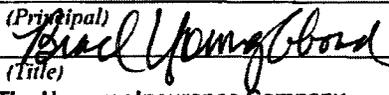
PROJECT:
(Name, location or address, and Project number, if any)
Replacement and/or Rehabilitation of 5 Sanitary Sewer Lift Stations in the City of Aurora, KY

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 17th day of August 2017

<hr/> <i>(Witness)</i>  <i>(Witness)</i>	<hr/> Youngblood Excavating & Contracting, LLC <i>(Principal)</i>  <i>(Title)</i> The Hanover Insurance Company <i>(Surety)</i>  <i>(Title)</i> Kenny Albert, Attorney-in-Fact
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CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init. / **AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. WARNING: This AIA Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org. 061110**

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

*POWERS OF ATTORNEY
CERTIFIED COPY*

KNOW ALL MEN BY THESE PRESENTS: That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, do hereby constitute and appoint

Steven M. Baas, Benjamin P. Dycus, Kenny Albert, Adam Harris and/or Melissa Napier

Of **Van Meter Insurance, Inc., of Bowling Green, KY** and each is a true and lawful Attorney(s)-in-fact to sign, execute, seal, knowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line be filled in, only within the area therein designated any and all bonds, recognizances, undertakings, contracts of indemnity or other writings obligatory in the nature thereof, as follows:

Any such obligations in the United States, not to exceed Twenty Five Million and No/100 (\$25,000,000) in any single instance

and said companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority of the following Resolution passed by the Board of Directors of said Companies which resolutions are still in effect:

**RESOLVED, That the President or any Vice President, in conjunction with any Vice President, be and they are hereby authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as Surety any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.* (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)*

IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this **2nd** day of **February 2015**.



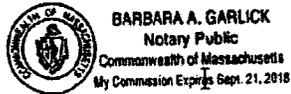
**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

Robert Thomas, Vice President

THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER) ss.

Joe Brenstrom, Vice President

On this **2nd** day of **February 2015** before me came the above named Vice Presidents of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.



Barbara A. Garlick, Notary Public
My Commission Expires September 21, 2018

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America.

**RESOLVED, That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or any Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile.* (Adopted October 7, 1981 - The Hanover Insurance Company; Adopted April 14, 1982 - Massachusetts Bay Insurance Company; Adopted September 7, 2001 - Citizens Insurance Company of America)*

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of April 2017.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

J. Michael Pete, Vice President

LIFT STATION IMPROVEMENTS								
for the								
Marshall County Sanitation District No.1								
UNIT PRICE BID TABULATION - AUGUST 17, 2017 & ALTERNATE UNIT PRICING								
ITEM	DESCRIPTION	UNITS	QTY.	YEC - BID UNIT PRICE	YEC - BID TOTAL		YEC ALT. UNIT PRICING	YEC - NEW TOTAL
LIFT STATION No. 1 - CHEROKEE								
1.	Site Demolition & Removal	I.sum	1	\$4,480.00	\$4,480.00		\$4,480.00	
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 1A)	I.sum	1	\$47,250.00	\$47,250.00		\$45,000.00	
							Vendor pricing reduction	
3.	Electrical (Incl. Generator, Slab, Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$60,000.00	\$60,000.00		\$48,250.00	
							Electrician and gen redu	
4.	Site Piping (Includes Temporary Bypass)	I.sum	1	\$19,900.00	\$19,900.00		\$17,700.00	
							Bypass piping reduc	
5.	Site Fencing & Gate	I.sum	1	\$5,000.00	\$5,000.00		\$5,000.00	
6.	Site Improvements (Incl. DGA, Riprap, Culvert & Grading)	I.sum	1	\$11,400.00	\$11,400.00		\$11,400.00	
7.	Site Restoration	I.sum	1	\$1,100.00	\$1,100.00		\$1,100.00	
				L.S. No. 1 Total =	\$149,130.00		L.S. No. 1 Total =	\$132,930.00
LIFT STATION No. 2 - WILLOW POND								
1.	Site Demolition & Removal	I.sum	1	\$5,500.00	\$5,500.00		\$5,500.00	
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 2A)	I.sum	1	\$60,900.00	\$60,900.00		\$54,000.00	
							Vendor price Reduced and bypass piping reduction	
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$30,752.00	\$30,752.00		\$39,200.00	
							Includes one half of portable generator	
4.	Site Piping (Includes Temporary Bypass)	I.sum	1	\$18,570.00	\$18,570.00		\$18,570.00	
5.	Site Fencing & Gate	I.sum	1	\$4,450.00	\$4,450.00		\$4,450.00	
6.	Site Improvements (Incl. DGA, Riprap & Grading)	I.sum	1	\$10,900.00	\$10,900.00		\$10,900.00	
7.	Site Restoration	I.sum	1	\$2,225.00	\$2,225.00		\$2,225.00	
				L.S. No. 2 Total =	\$133,297.00		L.S. No. 2 Total =	\$134,845.00
LIFT STATION No. 3 - BRASS LANTERN								
1.	Site Demolition & Removal	I.sum	1	\$4,900.00	\$4,900.00		\$4,900.00	
2.	Wet Well & Manhole Top Replacements	I.sum	1	\$28,900.00	\$28,900.00		\$28,900.00	
3.	Valve Vault	I.sum	1	\$13,200.00	\$13,200.00		\$11,500.00	
							Bypass pipe reduction	
4.	Wet Well & Manhole Rehabilitation (Epoxy Liner)	I.sum	1	\$28,850.00	\$28,850.00		\$26,750.00	
							Bypass pipe reduction	
5.	Electrical (Incl. Generator, Slab, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$60,000.00	\$60,000.00		\$48,250.00	
							Electrician exchange and Generator requirement reduction	
6.	Site Piping (Incl. All Work in Wet Well, Valve Vault, Site)	I.sum	1	\$18,900.00	\$18,900.00		\$17,800.00	
							Bypass pipe reduction	
7.	Site Improvements (Incl. DGA, Riprap & Grading)	I.sum	1	\$8,650.00	\$8,650.00		\$8,650.00	
8.	Site Restoration	I.sum	1	\$1,100.00	\$1,100.00		\$1,100.00	
				L.S. No. 3 Total =	\$164,500.00		L.S. No. 3 Total =	\$147,850.00
LIFT STATION No. 4 - CATHOLIC CHURCH								
1.	Site Demolition & Removal	I.sum	1	\$4,400.00	\$4,400.00		\$4,400.00	
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 4A)	I.sum	1	\$55,300.00	\$55,300.00		\$52,000.00	
							Vendor cost reduction	
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$30,550.00	\$30,550.00		\$39,200.00	
							Included one half of portable generator	
4.	Site Piping (Includes Gravity Sewer & Force Main)	I.sum	1	\$17,500.00	\$17,500.00		\$17,500.00	
5.	Site Fencing & Gate	I.sum	1	\$5,000.00	\$5,000.00		\$5,000.00	
6.	Site Improvements (Incl. Repl. Of Wet Well Top, Grouting, FM Cap & Grading)	I.sum	1	\$5,100.00	\$5,100.00		\$5,100.00	
7.	Site Restoration	I.sum	1	\$2,225.00	\$2,225.00		\$2,225.00	
				L.S. No. 4 Total =	\$120,075.00		L.S. No. 4 Total =	\$125,425.00
LIFT STATION No. 5 - LAKE LAND RESORT								
1.	Lift Station & Valve Vault (Incl. Pumps & Control Panel - See Specification)	I.sum	1	\$39,100.00	\$39,100.00		\$39,100.00	
2.	Electrical (Incl. Pole, Service, Wiring, Etc.)	I.sum	1	\$27,000.00	\$27,000.00		\$12,500.00	
							Electrician exchange	
3.	4' Dia. Precast Manholes	I.sum	1	\$12,875.00	\$12,875.00		\$12,875.00	
4.	8" Gravity Sewer - Trench	I.sum	1	\$2,980.00	\$2,980.00		\$2,980.00	
5.	8" Gravity Sewer & 2" Force Main - Combination Trench	I.sum	1	\$21,100.00	\$21,100.00		\$19,500.00	
							Excavation Equipment reduction	
6.	2" HDPE Force Main - Slipline	I.sum	1	\$4,950.00	\$4,950.00		\$4,950.00	
7.	6" Lateral Sewers w/ Cleanouts (Reconnect Existing Services)	I.sum	1	\$2,670.00	\$2,670.00		\$2,670.00	
8.	Abandon Existing Lift Station	I.sum	1	\$2,225.00	\$2,225.00		\$2,225.00	
9.	Site Improvements (Incl. Fill, DGA, Riprap & Grading)	I.sum	1	\$4,870.00	\$4,870.00		\$4,870.00	
10.	Site Restoration	I.sum	1	\$2,225.00	\$2,225.00		\$2,225.00	
	*West Kentucky Industrial - Portable Generator							\$0.00
				L.S. No. 5 Total =	\$119,995.00		L.S. No. 5 Total =	\$103,895.00
				Y.E.C. TOTAL BID =	\$686,997.00		Y.E.C. REVISED BID PROPOSAL	\$644,945.00

Remove mobile generator for direct purchase \$36,000.00

Total \$608,945.00

SECTION 00650

CONTRACT CHANGE ORDER

Change Order No. 1

To: YOUNGBLOOD EXCAVATING/CONTRACTING, LLC 111 PIONEER INDUSTRIAL DRIVE MAYFIELD, KENTUCKY 42066		Date: 20-Sep-17
		Project: LIFT STATION IMPROVEMENTS
		Location: AURORA, KENTUCKY

ITEM	DESCRIPTION	UNITS	QTY.	UNIT PRICE BID	REVISED UNIT PRICE	TOTAL ADDITION / DEDUCT
LIFT STATION No. 1 - CHEROKEE						
1.	Site Demolition & Removal	I.sum	1	\$4,480.00	\$4,480	\$0
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 1A)	I.sum	1	\$47,250.00	\$45,000	(\$2,250)
3.	Electrical (Incl. Generator, Slab, Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$60,000.00	\$48,250	(\$11,750)
4.	Site Piping (Includes Temporary Bypass)	I.sum	1	\$19,900.00	\$17,700	(\$2,200)
5.	Site Fencing & Gate	I.sum	1	\$5,000.00	\$5,000	\$0
6.	Site Improvements (Incl. DGA, Riprap, Culvert & Grading)	I.sum	1	\$11,400.00	\$11,400	\$0
7.	Site Restoration	I.sum	1	\$1,100.00	\$1,100	\$0
Revised L.S. No. 1 Total =						\$132,930
LIFT STATION No. 2 - WILLOW POND						
1.	Site Demolition & Removal	I.sum	1	\$5,500.00	\$5,500	\$0
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 2A)	I.sum	1	\$60,900.00	\$54,000	(\$6,900)
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$30,752.00	\$39,200	\$8,448
4.	Site Piping (Includes Temporary Bypass)	I.sum	1	\$18,570.00	\$18,570	\$0
5.	Site Fencing & Gate	I.sum	1	\$4,450.00	\$4,450	\$0
6.	Site Improvements (Incl. DGA, Riprap & Grading)	I.sum	1	\$10,900.00	\$10,900	\$0
7.	Site Restoration	I.sum	1	\$2,225.00	\$2,225	\$0
L.S. No. 2 Total =						\$134,845
LIFT STATION No. 3 - BRASS LANTERN						
1.	Site Demolition & Removal	I.sum	1	\$4,900.00	\$4,900	\$0
2.	Wet Well & Manhole Top Replacements	I.sum	1	\$28,900.00	\$28,900	\$0
3.	Valve Vault	I.sum	1	\$13,200.00	\$11,500	(\$1,700)
4.	Wet Well & Manhole Rehabilitation (Epoxy Liner)	I.sum	1	\$28,850.00	\$26,750	(\$2,100)
5.	Electrical (Incl. Generator, Slab, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$60,000.00	\$48,250	(\$11,750)
6.	Site Piping (Incl. All Work in Wet Well, Valve Vault, Site)	I.sum	1	\$18,900.00	\$17,800	(\$1,100)
7.	Site Improvements (Incl. DGA, Riprap & Grading)	I.sum	1	\$8,650.00	\$8,650	\$0
8.	Site Restoration	I.sum	1	\$1,100.00	\$1,100	\$0
L.S. No. 3 Total =						\$147,850
LIFT STATION No. 4 - CATHOLIC CHURCH						
1.	Site Demolition & Removal	I.sum	1	\$4,400.00	\$4,400	\$0
2.	Lift Station & Valve Vault (See Pay Limits - Sheet 4A)	I.sum	1	\$55,300.00	\$52,000	(\$3,300)
3.	Electrical (Incl. Pole, Service, Control Panels, Wiring, Etc.)	I.sum	1	\$30,550.00	\$39,200	\$8,650
4.	Site Piping (Includes Gravity Sewer & Force Main)	I.sum	1	\$17,500.00	\$17,500	\$0
5.	Site Fencing & Gate	I.sum	1	\$5,000.00	\$5,000	\$0
6.	Site Improvements (Incl. Repl. Of Wet Well Top, Grouting, FM Cap & Grading)	I.sum	1	\$5,100.00	\$5,100	\$0
7.	Site Restoration	I.sum	1	\$2,225.00	\$2,225	\$0
L.S. No. 4 Total =						\$125,425
LIFT STATION No. 5 - LAKELAND RESORT						
1.	Lift Station & Valve Vault (Incl. Pumps & Control Panel - See Specification)	I.sum	1	\$39,100.00	\$39,100	\$0
2.	Electrical (Incl. Pole, Service, Wiring, Etc.)	I.sum	1	\$27,000.00	\$12,500	(\$14,500)
3.	4' Dia. Precast Manholes	I.sum	1	\$12,875.00	\$12,875	\$0
4.	8" Gravity Sewer - Trench	I.sum	1	\$2,980.00	\$2,980	\$0
5.	8" Gravity Sewer & 2" Force Main - Combination Trench	I.sum	1	\$21,100.00	\$19,500	(\$1,600)
6.	2" HDPE Force Main - Slipline	I.sum	1	\$4,950.00	\$4,950	\$0
7.	6" Lateral Sewers w/ Cleanouts (Reconnect Existing Services)	I.sum	1	\$2,670.00	\$2,670	\$0
8.	Abandon Existing Lift Station	I.sum	1	\$2,225.00	\$2,225	\$0
9.	Site Improvements (Incl. Fill, DGA, Riprap & Grading)	I.sum	1	\$4,870.00	\$4,870	\$0
10.	Site Restoration	I.sum	1	\$2,225.00	\$2,225	\$0
L.S. No. 5 Total =						\$103,895
Net Decrease in Contract Price						\$ (42,052)
TOTAL CONTRACT PRICE BEFORE THIS CHANGE						\$ 686,997.00
TOTAL CONTRACT PRICE AFTER THIS CHANGE						\$ 644,945.00

The time provided for completion of the contract is to remain unchanged. This document shall become an amendment to the contract and all provisions of the contract will apply thereto.

Recommended by:  _____
RIVERCREST ENGINEERING, INC.

Date: 9/19/2017

Accepted by: _____

Date: _____

Approved by: _____
MARSHALL CO. FISCAL COURT

Date: _____

SECTION 00500

OWNER-CONTRACTOR AGREEMENT

THIS AGREEMENT, made _____, By and Between the MARSHALL COUNTY FISCAL COURT, hereinafter called the OWNER, and YOUNGBLOOD EXCAVATING/CONTRACTING, 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 LIFT STATION IMPROVEMENTS 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 one hundred twenty (120) consecutive calendar days after receipt of the aforementioned written Notice to Proceed as outlined in Section 9 of the Instruction to Bidders.

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: **Six Hundred Forty-Four Thousand Nine Hundred Forty-Five Dollars and Zero Cents (\$644,945.00)** quoted in the Bid Proposal by the Contractor, dated AUGUST 17, 2017, and amended by CONTRACT CHANGE ORDER NO. 1, 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 substantial 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 sixty (60) days after substantial completion of the work provided the work be then fully completed and the Contract fully performed.

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 substantially 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, Dated – AUGUST 17, 2017
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. Kentucky Department of Highway Standard Specifications for Road and Bridge Construction and Kentucky Department of Highways Standard Drawings

15. Addenda _____.

IN WITNESS WHEREOF:

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

MARSHALL COUNTY FISCAL COURT

Witness

BY _____

TITLE _____

YOUNGBLOOD EXCAVATING/CONTRACTING, LLC

Witness

By: _____

Title _____

SECTION 00610

NOTICE OF AWARD

To: YOUNGBLOOD EXCAVATING/CONTRACTING, LLC
111 PIONEER INDUSTRIAL DRIVE
MAYFIELD, KENTUCKY 42066

PROJECT DESCRIPTION: LIFT STATION IMPROVEMENTS

The Owner has considered the BID submitted by you for the above-described WORK in response to its Advertisement for Bids dated AUGUST 17, 2017.

You are hereby notified that your modified BID (as noted in Contract Change Order No. 1) has been accepted in the amount of **Six Hundred Forty-Four Thousand Nine Hundred Forty-Five Dollars and Zero Cents (\$644,945.00)**.

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 ____ day of _____, 2017.

MARSHALL CO. FISCAL COURT

By _____

Title _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

_____, this the ____ day of _____, 2017.

YOUNGBLOOD EXCAVATING/CONTRACTING, LLC

By: _____

Title _____