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Public Service
Commission

COMMONWEALTH OF KENTUCKY

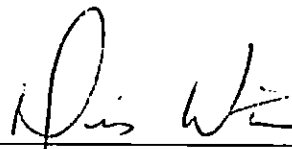
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF MUHLENBERG COUNTY)	
WATER DISTRICT #3 FOR AUTHORITY TO)	
ENTER INTO A LOAN AGREEMENT WITH THE)	CASE NO.
KENTUCKY INFRASTRUCTURE AUTHORITY)	2015-00279
AND FOR A CERTIFICATE OF PUBLIC)	
CONVENIENCE AND NECESSITY TO)	
CONSTRUCT AN OFFICE BUILDING)	

MUHLENBERG COUNTY WATER DISTRICT NO. 3'S WITHDRAWAL OF
APPLICATION FOR AUTHORITY TO ENTER INTO A LOAN
AGREEMENT WITH THE KENTUCKY INFRASTRUCTURE AUTHORITY
AND FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND
NECESSITY TO CONSTRUCT AN OFFICE BUILDING

Muhlenberg County Water District No. 3 ("Muhlenberg District"), herewith withdraws its application for authority to enter into a loan agreement with the Kentucky Infrastructure Authority for a certificate of public convenience and necessity to construct an office building. Muhlenberg District accepted bids for the project (see attached bids) and the bids were too cost prohibitive to continue with the plans to construct an office building.



Dennis N. Winters
Attorney for Muhlenberg Co. Water Dist. No. 3
P. O. Box 506
Central City, KY 42330
270-754-3322

cc: Parties of Record

Jeff Derouen
Executive Director
Public Service Commission
P. O. Box 615
Frankfort, KY 40602

Amy Frogue
Associate Director
Pennyrile Area Development District
300 Hammond Drive
Hopkinsville, KY 42240

FORM OF PROPOSAL

AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND
NON-CONFLICT OF INTEREST

I, HEREBY CERTIFY:

1. That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the submitted bid or bids covering this project have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contract with the owner and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390; and 45A.330 to 45A.340 and 45A.455;
5. This offer is for sixty (60) calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the owner of any or all items bid above, a contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY: *Stuart Wilber*
FIRM: Allied Contracting Group
ADDRESS: 1355 S Main St.
CITY: Madisonville

TITLE: President
TELEPHONE NO: 270-245-5150
DATE: _____
STATE & ZIP CODE: ky 42431

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Bond No.: 274749

KNOW ALL MEN BY THESE PRESENTS, that we Allied Contracting Group, LLC

1355 South Main Street, Madisonville, KY

as Principal, hereinafter call the Principal, and Merchants Bonding Company (Mutual)
P.O. Box 14498, Des Moines, IA 50306-3498

a corporation duly organized under the laws of the State of Iowa
as Surety, hereinafter called the Surety, are held and firmly bound unto MUHLENBERG COUNTY WATER
DISTRICT 3

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Bid Amount

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 OFFICE FACILITY

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 19th day of February 2016 XXX

Allied Contracting Group, LLC

(Principal)

(Seal)

PRESIDENT

(Title)

(Witness)

Merchants Bonding Company (Mutual)

(Surety)

(Seal)

(Title)

David A Sams Attorney-in-Fact

(Witness)

MERCHANTS
BONDING COMPANY,™
POWER OF ATTORNEY

Bond #: 274749

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

David A Sams

their true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver on behalf of the Companies, as Surety, bonds, undertakings and other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

Seven Million (\$7,000,000.00) Dollars

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

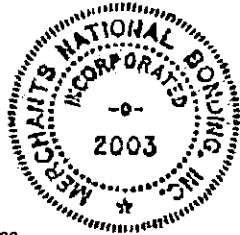
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 15th day of August, 2015.



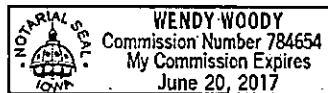
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*

President

STATE OF IOWA
COUNTY OF Dallas ss.

On this 15th day of August, 2015, before me appeared Larry Taylor, to me personally known, who being by me sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Wendy Woody
Notary Public, Polk County, Iowa

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 19th day of February, 2016.



William Warner Jr.
Secretary

Date: 2/23/2016 To: (Owner) Muhlenberg County Water District 3

Project Title: New Office Building

City, County: Bremen, Muhlenberg County

Name of Contractor/Supplier: ALLIED CONTRACTING GROUP

Mailing Address: 1355 S Main St. Madisonville Ky 42431

Business Address: Same Telephone: 270-245-5150

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above-referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum #1 2/16/2016 (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$553,725.00
Use Figures

Five hundred fifty three thousand seven hundred twenty five Dollars & N/A Cents
Use Words Use Words

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

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

Alternate Bid No. 1 (Add/Deduct) \$ N/A

UNIT PRICES

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

WORK	Allowance	
	PRICE	UNIT
1. Case work Chappel Cabinet Co.	\$ 9,280.00	/
2. Brick- Allowance	\$	(350 ⁰⁰) Per 1000
3. Carpet Allowance	\$ 25 ⁰⁰ per yrd	/ Labor + material
4. Lighting Allowance	\$ 1	Per Abbeendum
5. Niching Allowance	\$ 12	per sqc # materials
6. Sight work Allowance	\$ 23,000	/
7.	\$	/
8.	\$	/
9.	\$	/
10.	\$	/

(Provide attachment for additional unit prices)

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

- * No tap fees included
- * All utilities stop 5' (Five feet) outside of building with exception of underground electrical providing 100 feet from building panel

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Architect may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractors will be at no additional cost to the Owner, as the contractor has full responsibility.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1. HVAC	E + m
2. Plumbing	E + m
3. Electrical	Pogue Electric
4. Trusses	Power Truss
5. Concrete	ACG
6. Wood Framing	ACG
7. Sight Work	Ethridge Excavating
8. Case work	Chappel
9. Door frames & Hardware	Commercial Door
10. Store front Awnings	Central Glass

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

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

LIST OF MATERIALS/MANUFACTURERS

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY	MANUFACTURER
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

(Provide attachment for additional material/manufacturers.)

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

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR: Allied Contracting Group

AUTHORIZED REPRESENTATIVE: 
Signature

NAME (typed): Kent Withrow

TITLE: President

NOTICE:

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

Date: 2/23/2016 To: (Owner) Muhlenberg County Water District 3

Project Title: New Office Building

City, County: Bremen, Muhlenberg County

Name of Contractor/Supplier: Hartz Contracting of Owensboro

Mailing Address: 1855 Old Calhoun Road, Owensboro, KY 42301

Business Address: 1855 Old Calhoun Road, Owensboro, KY 42301 Telephone: 270-926-6554

Having carefully examined the Instructions to Bidders, Contract Agreement, General Conditions, Supplemental Conditions, Specifications, and Drawings, on the above referenced project, the undersigned bidder proposes to furnish all labor, materials, equipment, tools, supplies, and temporary devices required to complete the work in accordance with the contract documents and any addenda listed below for the price stated herein.

Addendum (1) One (Insert the addendum numbers received or the word "none" if no addendum received.)

BASE BID

For the construction required to complete the work, in accordance with the contract documents, I/We submit the following lump sum price of:

\$ 628,903.00
Use Figures

SIX HUNDRED TWENTYEIGHT THOUSAND, NINE HUNDRED AND THREE Dollars & NO Cents
Use Words AND THREE Use Words

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

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

Alternate Bid No. 1 (Add/Deduct) \$ N/A

Excludes:

- Civil Engineering
- Architectural Design
- Structural Design
- Plan Review
- Permitting
- Tap Fees & Meter Fees
- Site Utilities (Assumed to be provided by Utility Companies)
- 3rd Party Testing & Inspections
- Ground-Water Remediation
- Rock Removal

EXCLUDES

- GEOTECHNICAL TESTING

BUILDERS RISK

UNIT PRICES

Indicate on the lines below those unit prices to determine any adjustment to the contract price due to changes in work or extra work performed under this contract. The unit prices shall include the furnishing of all labor and materials, cost of all items, and overhead and profit for the Contractor, as well as any subcontractor involved. These unit prices shall be listed in units of work.

	WORK	PRICE	UNIT
1.	STAINED CONCRETE	\$ 3	/ ft ²
2.	CARPET	\$ 16	/ YARD
3.		\$	/
4.		\$	/
5.		\$	/
6.		\$	/
7.		\$	/
8.		\$	/
9.		\$	/
10.		\$	/

(Provide attachment for additional unit prices)

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

LIST OF PROPOSED SUBCONTRACTORS

List on the lines below each major branch of work and major material category for this project and the subcontractor or supplier involved with that portion of work. If the branch of work is to be done by the Contractor, so indicate. The Owner has no right to change any proposed subcontractors or suppliers. That is the responsibility of the Contractor; however, the Owner or the Architect may indicate their concerns about any which they have reason to believe past experience indicates poor performance. The Contractor has full responsibility for execution of the total work as specified. Any change of proposed subcontractors will be at no additional cost to the Owner, as the contractor has full responsibility.

The listing of more than one subcontractor in a work category shall invalidate the bid.

The listing of the bidder as the subcontractor for a work category certifies that the bidder has in current employment, skilled staff and necessary equipment to complete that category. The architect/engineer will evaluate the ability of all listed subcontractors to complete the work and notify the owner. Listing of the bidder as the subcontractor may invalidate the bid should the architect's review indicate bidder does not have skilled staff and equipment to complete the work category at the time the bid was submitted.

	BRANCH OF WORK/MATERIAL CATEGORY	SUBCONTRACTOR/SUPPLIER
1:	EARTHWORK	TA GADDIS
2.	CONCRETE	CIRCLE C
3.	MASONRY	L.A. BUFORD
4.	STEEL	CASTLEN
5.	ROOFING	BRUCE'S TEL STATE
6.	DRYWALL	WILKERSON PLASTERING
7.	PAINT	WILKERSON PLASTERING
8.	PLUMBING	FLAT GUARD
9.	HVAC	ALPHA MECHANICAL
10.	ELECTRICAL	DEI

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

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

LIST OF MATERIALS/MANUFACTURERS

	MATERIAL DESCRIPTION BY SPECIFICATION DIVISION AND CATEGORY	MANUFACTURER
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____
5.	_____	_____
6.	_____	_____
7.	_____	_____
8.	_____	_____
9.	_____	_____
10.	_____	_____

(Provide attachment for additional material/manufacturers.)

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

TIME LIMIT FOR EXECUTION OF CONTRACT DOCUMENTS

In the event that a bidder's proposal is accepted by the Owner and such bidder should fail to execute the contract within ten (10) consecutive days from the date of notification of the awarding of the contract, the Owner, at his option, may determine that the awardee has abandoned the contract. The bidder's proposal shall then become null and void, and the bid bond or certified check which accompanied it shall be forfeited to and become the property of the Owner as liquidated damages for failure to execute the contract.

The bidder hereby agrees that failure to submit herein above all required information and/or prices can cause disqualification of this proposal.

Submitted by:

NAME OF CONTRACTOR: Hartz Contracting of Owensboro

AUTHORIZED REPRESENTATIVE: *Sarah Murphy Ford*
Signature

NAME (typed): Sarah Murphy Ford

TITLE: Vice-President/General Manager

NOTICE:

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

FORM OF PROPOSAL

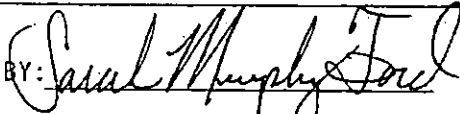
AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND
NON-CONFLICT OF INTEREST

I, HEREBY CERTIFY:

1. That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
2. That the submitted bid or bids covering this project have been arrived at by the bidder independently and have been submitted without collusion with, and without any agreement, understanding or planned common course of action with any other contractor, vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition; as prohibited by provision KRS 45A.325;
3. That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids.
4. That the bidder is legally entitled to enter into the contract with the owner and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390; and 45A.330 to 45A.340 and 45A.455;
5. This offer is for sixty (60) calendar days from the date this bid is opened. In submitting the above it is expressly agreed that upon proper acceptance by the owner of any or all items bid above, a contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful bidder.

READ CAREFULLY - SIGN IN SPACE BELOW - FAILURE TO SIGN INVALIDATES BID

SIGNED BY:

TITLE: Vice President/General ManagerFIRM: Hartz Contracting of OwensboroTELEPHONE NO: 270-926-6554ADDRESS: 1855 Old Calhoun RoadDATE: February 23, 2016CITY: OwensboroSTATE & ZIP CODE: KY, 42301

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)
Hartz Contracting of Owensboro
1855 Old Calhoun Rd.
Owensboro, KY 42301

SURETY:
(Name, legal status and principal place of business)
Western Surety Company
333 S. Wabash Ave.
41st. Floor
Chicago, IL 60604

OWNER:
(Name, legal status and address)
Muhlenberg County Water District #3
4789 Main St.
Bremen, KY 42325

BOND AMOUNT: Five Percent of Bid(5%)

PROJECT:
(Name, location or address, and Project number, if any)
New Office Building

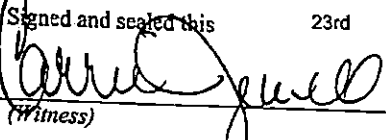
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

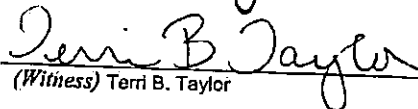
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the 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.


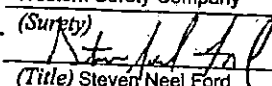
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

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 23rd day of February, 2016


(Witness)


(Witness) Terri B. Taylor

Hartz Contracting of Owensboro
(Principal)  *(Seal)*
(Title) Sarah Murphy Ford Vice-President
Western Surety Company
(Surety)  *(Seal)*
(Title) Steven Neel Ford Attorney-in-Fact

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.

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0611 id

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Michael Lynn Holland, Michelle Lynn Love, Steven Neel Ford, Paul T Clements, Sarah Elizabeth McDonald, Terri Boling Taylor, Individually

of Owensboro, KY, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature.

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 6th day of October, 2014.

WESTERN SURETY COMPANY

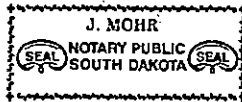


Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 6th day of October, 2014, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

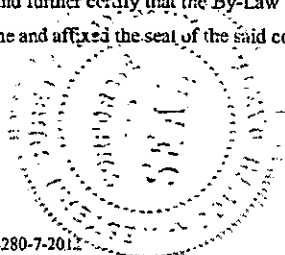
My commission expires
June 23, 2015



J. Mohr
J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 23rd day of February, 2016.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

