



Steven L. Beshear
Governor

Leonard K. Peters
Secretary
Energy and Environment Cabinet

Commonwealth of Kentucky
Public Service Commission
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David L. Armstrong
Chairman

James W. Gardner
Vice Chairman

March 12, 2012

W. Randall Jones, Esq.
Rubin & Hays
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202

Mr. R. Derek Motsch
Cann-Tech, LLC
Park View Center, Suite 9
1100 Glensboro Road
Lawrenceburg, Kentucky 40343

Re: Case No. 2012-00054
Larue County Water District No. 1

Gentlemen:

The enclosed documents have been filed in the record of the above-referenced case. Any objections to this action should be submitted to the Commission within five days of receipt of this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Derouen".

Jeff Derouen
Executive Director

gw
Enclosure

DOCUMENT FILING DATED 12 MARCH 2012

Doc No	Document Description	Pages
1	E-Mail Message from R. Derek Motsch, Professional Engineer, Cann-Tech LLC, to James D. Rice, Commission Staff Member (7 March 2012)	000001-000002
2	Contract Change Order to Southern Backhoe, Inc.	000003
3	E-Mail Message Traffic Between James D. Rice, Commission Staff Member, and R. Derek Motsch, Professional Engineer, Cann-Tech LLC (1-5 March 2012)	000004-000005
4	Revised Contract Quantities – 2008 Water Line Extension – Contract I	000006
5	Contract Change Order to Kentucky Glass Lined Systems, Inc.	000007
6	Contract Change Order to Southern Backhoe, Inc.	000008
7	Contract Change Order to Caldwell Tanks, Inc.	000009
8	Bid of Caldwell Tanks, Inc. for 2008 Water Line Extension – Contract IV	000010-000021

From: [Rice, James D \(PSC\)](#)
To: [Wuetcher, Jerry \(PSC\)](#)
Subject: FW: Larue Co.
Date: Wednesday, March 07, 2012 9:17:16 AM
Attachments: [3-5 Change Order \(Revised\).pdf](#)

Jerry,

Can you place this and the last correspondence from Mr. Motsch into the record. The order is circulating. The order is due 3/15.

Thanks

From: Derek Motsch [<mailto:dmotsch@kih.net>]
Sent: Wednesday, March 07, 2012 9:25 AM
To: Rice, James D (PSC)
Subject: RE: Larue Co.

I have attached the signed copy of the change order for Contract 1.
Let me know if you need anything additional.

R. Derek Motsch, P.E.
Project Engineer
Cann-Tech, L.L.C.
502.859.0907

From: Rice, James D (PSC) [<mailto:jdrice@ky.gov>]
Sent: Friday, March 02, 2012 9:22 AM
To: Derek Motsch
Subject: RE: Larue Co.

Thank you for the quick response. To complete the record, I will need the following: 1) a revised bid quantity sheet for contract 1 reflecting the reduction of \$89,507.15 based on the unit bid prices. 2) Any correspondence with the contractor's for Contract's 1,2 and 3 reflecting their agreement to the reduction in their winning bid amount. 3) A description of the Contract 4 project and any supporting documentation showing the bids received.

Thanks

From: Derek Motsch [<mailto:dmotsch@kih.net>]
Sent: Thursday, March 01, 2012 4:40 PM
To: Rice, James D (PSC)
Cc: waterboy@kih.net
Subject: RE: Larue Co.

The numbers Randy Jones submitted were remaining quantities that I gave him. The numbers reflect estimated remaining quantities after removal of a portion of the line due to Campbellsville

000001

resending permission for a connection. These numbers coincide with the numbers given in the final engineering report.

Let me know if you need anything further.

R. Derek Motsch, P.E.
Project Engineer
Cann-Tech, L.L.C.
502.859.0907

From: Rice, James D (PSC) [<mailto:jdrice@ky.gov>]
Sent: Thursday, March 01, 2012 4:09 PM
To: dmotsch@kih.net
Subject: Larue Co.

Derek,

As discussed via phone this afternoon, I need a clarification on the actual bid quantities. You stated in your final engineering report that some of the project was reduced to lower the development cost to \$1,150,000. The application from Randy Jones has the following quantities listed: 10,500 lf 6" and 17,000 lf 4". Could you verify if this is accurate based on the reduction of the project.

Thanks

000002

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	20-Mar-12
STATE	Kentucky
COUNTY	Larue

CONTRACTOR Southern Backhoe, Inc.	
OWNER Larue County Water District	

To Southern Backhoe, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes			DECREASE in Contract Price	INCREASE in Contract Price
1 6-Inch PVC, SDR-21	-2153 x	\$7.75	\$ 16,685.75	
2 4-Inch PVC, SDR-21	-11296 x	\$4.90	\$ 55,350.40	
5 8-Inch Road Bore	-50 x	\$75.00	\$ 3,750.00	
6 8-Inch Open Cut	-26 x	\$50.00	\$ 1,300.00	
9 4-Inch Gate Valve	-5 x	\$650.00	\$ 3,250.00	
12 4-Inch Blowoff	-3 x	\$850.00	\$ 2,550.00	
17 Additional Service Tubing	-7 x	\$3.00	\$ 21.00	
18 Connection to Existing Line	-7 x	\$800.00	\$ 5,600.00	
TOTALS			\$ 88,507.15	\$
NET CHANGE IN CONTRACT PRICE			\$ 88,507.15	\$

JUSTIFICATION:

Items deleted because previously permission for connection with Campbellsville revoked.

The amount of the Contract will be (Increased/Decreased) By The Sum Of:

Eighty-Eight Thousand Five Hundred Seven

and Fifteen Cents.

Dollars (\$ 88,507.15).

The Contract Total Including this and previous Change Orders Will Be:

Two Hundred Sixty-Eight Thousand Six Hundred

Seventy-Five and Ten Cents.

Dollars (\$ 268,675.10).

The Contract Period Provided for Completion Will Be Changed To:

_____ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____
(Owner)

(Date)

Recommended _____
(Owner's Architect/Engineer)

(Date)

Accepted *[Signature]* _____
(Contractor)

03/05/12
(Date)

From: [Rice, James D \(PSC\)](#)
To: [Wuetcher, Jerry \(PSC\)](#)
Subject: FW: Larue Co.
Date: Monday, March 05, 2012 4:54:48 PM
Attachments: [Revised change Order 1 .pdf](#)
[1177_001.pdf](#)
[img032.pdf](#)
[caldwell bid.pdf](#)
[Revised contract quantities.xls](#)

From: Derek Motsch [<mailto:dmotsch@kih.net>]
Sent: Monday, March 05, 2012 5:03 PM
To: Rice, James D (PSC)
Subject: RE: Larue Co.

I have attached almost everything that you requested. I discovered a typo on the Change Order for contract 1 and sent it back for signature again. I will forward the signed copy of the change order as soon as I receive it. I have attached the unsigned change order. I have also included signed copies of the change orders for contract 2 and 3. I have included revised bid quantities for contract 1 and the low bid for Contract 4. Contract 4 was a rehabilitation of an existing tank. It was originally part of Contract 3 but was separated because of leaks which required emergency repair.

The quantities in the description provided in Randy Joes description were rounded.

Let me know if you need anything further.

I will be out of the office on Tuesday.

Thanks,

R. Derek Motsch, P.E.
Project Engineer
Cann-Tech, L.L.C.
502.859.0907

From: Rice, James D (PSC) [<mailto:jdrice@ky.gov>]
Sent: Friday, March 02, 2012 9:22 AM
To: Derek Motsch
Subject: RE: Larue Co.

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Thanks

From: Derek Motsch [<mailto:dmotsch@kih.net>]
Sent: Thursday, March 01, 2012 4:40 PM

000004

To: Rice, James D (PSC)
Cc: waterboy@kih.net
Subject: RE: Larue Co.

The numbers Randy Jones submitted were remaining quantities that I gave him. The numbers reflect estimated remaining quantities after removal of a portion of the line due to Campbellsville resending permission for a connection. These numbers coincide with the numbers given in the final engineering report.

Let me know if you need anything further.

R. Derek Motsch, P.E.
Project Engineer
Cann-Tech, L.L.C.
502.859.0907

From: Rice, James D (PSC) [\[mailto:jdrice@ky.gov\]](mailto:jdrice@ky.gov)
Sent: Thursday, March 01, 2012 4:09 PM
To: dmotsch@kih.net
Subject: Larue Co.

Derek,

As discussed via phone this afternoon, I need a clarification on the actual bid quantities. You stated in your final engineering report that some of the project was reduced to lower the development cost to \$1,150,000. The application from Randy Jones has the following quantities listed: 10,500 lf 6" and 17,000 lf 4". Could you verify if this is accurate based on the reduction of the project.

Thanks

000005

Revised Contract Quantities
Larue County Water District #1
2008 Water Line Extension
Contract 1
3/5/2012

				Southern Backhoe	
NO.	ITEM	QUANT.	UNIT	UNIT PRICE	TOTAL
1	6-Inch PVC, SDR-21 Class 200-psi	10,469	LF	7.75	\$81,134.75
2	4-Inch PVC, SDR-21 Class 200-psi	13,259	LF	4.90	\$64,969.10
3	3-Inch PVC, SDR-21 Class 200-psi	8,151	LF	4.75	\$38,717.25
4	10-Inch Steel Casing Road Bore	195	LF	90.00	\$17,550.00
5	8-Inch Steel Casing Road Bore	145	LF	75.00	\$10,875.00
6	8" Open Cut	24	LF	50.00	\$1,200.00
7	Creek Crossing Directional Bore	200	LF	70.00	\$14,000.00
8	6-Inch Gate Valve	1	EA.	750.00	\$750.00
9	4-Inch Gate Valve	2	EA.	650.00	\$1,300.00
10	3-Inch Gate Valve	2	EA.	550.00	\$1,100.00
11	6-Inch Blowoff Assembly	4	EA.	1,200.00	\$4,800.00
12	4-Inch Blowoff Assembly	2	EA.	850.00	\$1,700.00
13	3-Inch Blowoff Assembly	5	EA.	800.00	\$4,000.00
14	Gravel Replacement	600	LF	6.00	\$3,600.00
15	Customer Connection Same Side	10	EA.	200.00	\$2,000.00
16	Customer Connection Opposite Side	10	EA.	450.00	\$4,500.00
17	Additional Service Tubing	193	LF	3.00	\$579.00
18	Connection to Existing Main Line	16	EA.	800.00	\$12,800.00
19	Meter Abandonement	5	EA.	100.00	\$500.00
20	Relocate Existing Meter	4	EA.	150.00	\$600.00
21	Automatic Air Release Valve	4	EA	500.00	\$2,000.00
Total Construction Cost					\$268,675.10

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	20-Mar-12
STATE	Kentucky
COUNTY	Larue

CONTRACTOR Kentucky Glass Lined Tank Systems, Inc.
OWNER Larue County Water District

To Kentucky Glass Lined Tank Systems, Inc.

(Contractor)
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
2 Telemetry Removal	\$ 80,964.34	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTALS	\$ 80,964.34	\$
NET CHANGE IN CONTRACT PRICE	\$ 80,964.34	\$

JUSTIFICATION:
Telemetry work removed from project

The amount of the Contract will be (Increased/Decreased) By The Sum Of: Eighty Thousand Nine Hundred Sixty-Four
and Thirty-Four Cents. Dollars (\$ 80,964.34).

The Contract Total Including this and previous Change Orders Will Be: Two Hundred Eighty Thousand Nine Hundred
Eighty-Nine and One and Sixty-Six Cents. Dollars (\$ 280,989.66).

The Contract Period Provided for Completion Will Be Changed To: _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)

Recommended _____ (Owner's Architect/Engineer) _____ (Date)

Accepted Barry Jippy (Contractor) President _____ (Date)

CONTRACT CHANGE ORDER

		ORDER NO.	1
		DATE	20-Mar-12
		STATE	Kentucky
		COUNTY	Larue
CONTRACTOR Southern Backhoe, Inc.			
OWNER Larue County Water District			

To Southern Backhoe, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes			DECREASE in Contract Price	INCREASE in Contract Price
1	6-Inch PVC, SDR-21	-2153 x	\$ 7.75	\$ 16,685.75
2	4-Inch PVC, SDR-21	-11296 x	\$ 4.90	\$ 55,350.40
5	8-Inch Road Bore	-50 x	\$ 75.00	\$ 3,750.00
6	8-Inch Open Cut	-26 x	\$ 50.00	\$ 1,300.00
9	4-Inch Gate Valve	-5 x	\$ 650.00	\$ 3,250.00
12	4-Inch Blowoff	-3 x	\$ 850.00	\$ 2,550.00
17	Additional Service Tubing	-7 x	\$ 3.00	\$ 21.00
18	Connection to Existing Line	-7 x	\$ 800.00	\$ 5,600.00
TOTALS			\$ 88,507.15	\$
NET CHANGE IN CONTRACT PRICE			\$ 88,507.15	\$

JUSTIFICATION:

Items deleted because previously permission for connection with Campbellville revoked.

The amount of the Contract will be (Increased/Decreased) By The Sum Of: Eighty-Eight Thousand Five Hundred Seven
and Fifteen Cents. Dollars (\$) 88,507.15).

The Contract Total Including this and previous Change Orders Will Be: Two Hundred Sixty-Eight Thousand Six Hundred
Seventy-Five and Ten Cents. Dollars (\$) 268,675.10).

The Contract Period Provided for Completion Will Be Changed To: _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ (Owner) _____ (Date)
Recommended _____ (Owner's Architect/Engineer) _____ (Date)
Accepted _____ (Contractor) _____ (Date)

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	20-Mar-12
STATE	Kentucky
COUNTY	Larue

CONTRACTOR Caldwell Tanks, Inc.
OWNER Larue County Water District

To Caldwell Tanks, Inc. *(Contractor)*

You are hereby requested to comply with the following changes from the contract plans and specifications:

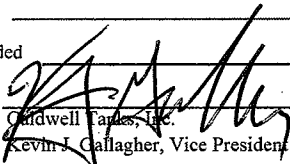
Description of Changes	DECREASE in Contract Price	INCREASE in Contract Price
2 Telemetry Removal	\$ 73,900.00	\$
3 Fence Removal	\$ 41,800.00	\$
4 Control Valve Removal	\$ 3,500.00	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
	\$	\$
TOTALS	\$ 119,200.00	\$
NET CHANGE IN CONTRACT PRICE	\$ 119,200.00	\$

JUSTIFICATION:
Telemetry, Fence and Control Valve removed from the project.

The amount of the Contract will be (Increased/Decreased) By The Sum Of: One Hundred Nineteen Thousand Two Hundred
Dollars (\$ 119,200.00).

The Contract Total Including this and previous Change Orders Will Be: Four Hundred Ten Thousand Eight Hundred
Dollars (\$ 410,800.00).

The Contract Period Provided for Completion Will Be Changed To: _____ Days.
This document will become a supplement to the contract and all provisions will apply hereto.

Requested _____ *(Date)*
 Recommended _____ *(Owner)*
 _____ *(Owner's Architect/Engineer)*
 Accepted  _____ *(Date)*
 Caldwell Tanks, Inc. *(Contractor)*
 Kevin J. Callagher, Vice President

Advertisement for Bids

Larue County Water District #1

6215 North L & N Turnpike
Buffalo, KY 42716

Separate sealed Bids for 116,000 gallon standpipe storage tank rehabilitation will be received by Larue County Water District #1 at 6215 North L & N Turnpike, Buffalo KY 42716 at 6:00 P.M., (Local Time) February 14, 2011, and then at said office publicly opened and read aloud.

The Contract Documents may be examined at the following locations:

Larue County Water District #1
6215 North L & N Turnpike
Buffalo, Kentucky 42716

Cann-Tech, LLC
1100 Glensboro Road
Park View Center, Suite 9
Lawrenceburg, Kentucky 40342

Copies of the Contract Documents may be obtained at the Issuing Office, Cann-Tech, LLC, located at 1100 Glensboro Road, Park View Center Suite 9, Lawrenceburg, KY 40342 upon payment of \$ 50.00 for each set.

_____ (Date)

Bid Form

Project Identification: Larue County Water District #1, 2008 Water Line Extensions Contract IV – White City Tank

Contract Identification and Number:

ARTICLE 1 - BID RECIPIENT

- 1.01 This Bid Is Submitted To: Larue County Water District #1
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in the Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 - BIDDER'S ACKNOWLEDGMENTS

- 2.01 Bidder accepts all of the terms and conditions of the Advertisement and Instructions to Bidders, including without limitations those dealing with the dispositions of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 - BIDDER'S REPRESENTATIONS

- 3.01 In submitting this Bid, Bidder represents that:
 - A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

Addendum No.	Addendum Date
None	_____
_____	_____
_____	_____
_____	_____
 - B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Bidder is familiar with and is satisfied as to all Federal, State, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in SC-4.02, and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in SC-4.06.
 - E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the

Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the State where the Project is located not later than the date of its execution of the Agreement.

ARTICLE 4 - FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on the behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 - BASIS OF BID

5.01

BID SCHEDULE

No.	Item	Quantity	Unit	Unit Price	Total
1	116,000 Gallon Standpipe Storage Tank Rehabilitation. Includes but not limited to all surface preparation, prime coats, finish coats, lettering, clean up, disinfection, materials and etc. as outlined in specifications	1	LS	62000.00	62,000.00
2	Overflow Pipe Installation. Includes removal of existing overflow pipe and deteriorated connections to the tank, installation of new pvc overflow pipe and tank connections, materials, and etc.	1	LS	4500.00	4,500.00
3	Roof Vent Screen Installation. Includes removal of existing screen, installation of new roof vent screen, dust sock for roof vent, materials, and etc.	1	LS	200.00	200.00
4	Repair welding. Includes welding on various plates and fixtures of varying thickness, materials, and etc.	25	L.F.	40.00	1,000.00
5	Repair Plates. Includes welding installation of 4"x 4" steel repair plates, materials, and etc. . Plate thickness shall be greater or equal to 3/8".	20	EA.	100.00	2,000.00

TOTAL BID PRICE (Sum of item 1 through 5) \$ 69,700.00

- A. Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.
- B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities, determined as provided in the contract Documents.

ARTICLE 6 - TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete in accordance with paragraph 14.04 of the General Conditions on or before the date, or within the number of calendar days, indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within the Contract Time.

ARTICLE 7 - ATTACHEMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of the Bid:
 - A. Required Bid security in the form of a Bid Bond (EJCDC No. C-430) or Certified Check (circle type of security provided);
 - B. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in paragraph 18.10 of the General Conditions;
 - C. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);

D. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans. Refer to paragraph 18.11 of the General Conditions;

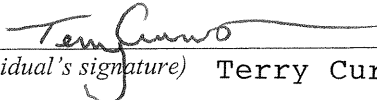
ARTICLE 8 - DEFINED TERMS

8.01 The terms used in this Bid with the initial capital letters have the meanings indicated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 - BID SUBMITTAL

9.01 This Bid submitted by:

Name (typed or printed): Caldwell Tanks, Inc.

By: 
(Individual's signature) Terry Currens, Director of Coatings

Doing business as: a corporation

Bidder's Business address:
4000 Tower Road

Louisville, KY 40219

Business Phone No. (502) 964-3361

Business FAX No. (502) 966-8732

Business E-Mail Address tcurrens@caldwelltanks.com

State Contractor License No. N/A. (If applicable)

Employer's Tax ID No. 61-0148890

Phone and FAX Numbers, and Address for receipt of official communications, if different from Business contact information:

Same as Above

9.02 Bid submitted on February 14, 2011

SEAL, if required

BID BOND

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

BIDDER (Name and Address): Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219

SURETY (Name and Address of Principal Place of Business): Great American Insurance Company
580 Walnut Street
Cincinnati, OH 45202

OWNER (Name and Address): Larue County Water District #1
6215 North L & N Turnpike
Buffalo, KY 42716

BID
Bid Due Date: 02/14/2011
Project (Brief Description Including Location): 2008 Waterline Extensions Contract IV - White City Tank

BOND
Bond Number: N/A
Date (Not later than Bid due date): 02/14/2011
Penal sum five percent of the amount bid (5% of bid)
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Bid Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

BIDDER

SURETY

Caldwell Tanks, Inc. (Seal)
Bidder's Name and Corporate Seal

Great American Insurance Company (Seal)
Surety's Name and Corporate Seal

By: Terry Currens
Signature and Title Terry Currens,
Director of Coatings

By: Tammy L. Masterson
Signature and Title Tammy L. Masterson, Attorney-In-Fact
(Attach Power of Attorney)

Attest: Barry L. Geswein
Signature and Title Barry L. Geswein,
Secretary

Attest: Diane Lozowski
Signature and Title Diane Lozowski, Witness

Note: Above addresses are to be used for giving required notice.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Surety's liability.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2. All Bids are rejected by Owner, or

3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 580 WALNUT STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than SIX

No. 0 18279

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

Name	Address	Limit of Power
JOHN F. NEACE	JENNIFER K. WILLIAMS	ALL
DEBORAH S. PINKERTON	DOUGLAS A. STOUGH	\$50,000,000
TAMMY L. MASTERTSON	LOUISVILLE, KENTUCKY	
JOHN A. STOUGH		

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9TH day of JULY, 2010
Attest GREAT AMERICAN INSURANCE COMPANY



My L C B
Assistant Secretary

David C. Kitchin
Divisional Senior Vice President

DAVID C. KITCHIN (513-412-4602)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 9TH day of JULY, 2010, before me personally appeared DAVID C. KITCHIN, to me known, being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



KAREN L. GROSHIM
NOTARY PUBLIC, STATE OF OHIO
MY COMMISSION EXPIRES 02-20-11

Karen L. Grosheim

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 14th day of February, 2011



My L C B
Assistant Secretary

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that **CALDWELL TANKS, INC.**, Louisville, Kentucky, a Kentucky Corporation, has constituted and appointed, and does constitute and appoint the persons named below as its true and lawful Attorneys-in-Fact, to execute proposals for the sale of materials or the construction of work, to make contracts for same, and execute Surety Bonds to be used in connection therewith:

JOHN R. BICKEL
KEITH M. EATON
KENNETH EICHENBERGER
KEVIN J. GALLAGHER
JOHN E. KRAFT
JOHN E. SKRYPEK
PATRICK A. SMITH
CONRAD R. SPANGLER, III
JOSEPH S. STELTENKAMP
WILLIAM A. STETZLER


TERRY W. CURRENS
JASON ST. CLAIR
ELTON R. YOUART
DOM VILETTO
TREY EVANS
WALTER F. KEY
ANDREW M. ODORZYNSKI
DAVID G. CULL
JAMES M. BRADEN
TERRANCE L. HYATT

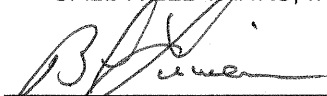
This appointment is made in accordance with Article V, Section 1 of the By-Laws of the Corporation as amended January 16, 1986, and still in full force and effect.

IN WITNESS WHEREOF, **CALDWELL TANKS, INC.** has caused these presents to be signed by its President, and its corporate seal to be thereunto affixed and duly attested by its Secretary this 7th day of April, 2010.

ATTEST:

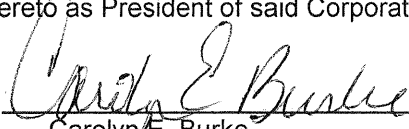
CALDWELL TANKS, INC.

(SEAL) 
Terry Currens
STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

BY: 
Bernard S. Fineman
President

On this 7th day of April, 2010, before me personally appeared Bernard S. Fineman, President of CALDWELL TANKS, INC., who being duly sworn, said he resides in the state of Kentucky; that he is President of CALDWELL TANKS, INC., the Corporation described in and which executed the foregoing instrument; that he knows the Corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto as President of said Corporation by like authority.


(SEAL) _____
STATE OF KENTUCKY)
) SS:
COUNTY OF JEFFERSON)

BY: 
Carolyn E. Burke
Notary Public, State at Large
MY COMMISSION EXPIRES 9/25/2011

I, Barry L. Geswein, Secretary of CALDWELL TANKS, INC. do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by CALDWELL TANKS, INC., which is still in full force and effect.

IN WITNESS WHEREOF, I have signed this certificate at Louisville, Kentucky, this 11 day of February, 2011

(SEAL) 
Terry Currens

BY: 
Barry L. Geswein, Secretary
Caldwell Tanks, Inc.

COMPLIANCE STATEMENT

This statement relates to a proposed contract with _____
Larue County Water District #1

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to executive order 11246 (regarding equal employment opportunity) or a proceeding similar Executive order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that I have been required to file in connection with the contract or subcontract.

If the proposed contract is for \$50,000 or more and I have 50 or more employees, I also represent that:

3. I have, have not previously had contracts subject to the written affirmative action program requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not, developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to the Farmers Home Administration or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors prior to the award of subcontractors exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods): (See Reverse)

(i) Position 6

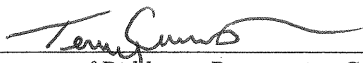
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date 2/11/2011
Caldwell Tanks, Inc.
4000 Tower Road
Louisville, KY 40219
Address (including Zip Code)



Signature of Bidder or Prospective Contractor
Terry Currens

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form – LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Terry Currens 2/11/2011
(name) (date)
Terry Currens

Director of Coatings
(title)

oOo

(08-21-91) PN 171