

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

RECEIVED

SEP 10 2012

PUBLIC SERVICE
COMMISSION

In the matter of:

APPLICATION OF THE BRACKEN COUNTY WATER)
DISTRICT FOR A CERTIFICATE OF PUBLIC)
CONVENIENCE AND NECESSITY TO)
CONSTRUCT AND FINANCE A WATERWORKS) Case No. 2011-00519
IMPROVEMENTS PROJECT PURSUANT TO)
KRS 278.020 AND 278.300)

MOTION/REQUEST TO AMEND ORDER AND/OR TO DECLARE THAT NO
AMENDMENT IS NECESSARY

The Bracken County Water District (the "District"), by counsel, pursuant to KRS 278.020, petitions the Commission for either (i) an amendment to the Order dated February 29, 2012 issuing a Certificate of Public Convenience and Necessity (the "CPCN") to construct a waterworks improvement project (the "Original Project") and finance said Original Project; or (ii) a declaration that no amendment is necessary under the regulations of the Commission. The following information is filed in connection with this Motion/Request:

1. The District tendered its Application relating to Case No. 2011-00519 on December 28, 2011 and submitted its responses to a request for information from the Commission Staff on February 24, 2012;
2. The Commission issued its Order on February 29, 2012 granting the District a CPCN and approving the plan of financing;
3. After commencement of the Project, the District received an additional \$100,000 grant from the Kentucky Infrastructure Authority (the "KIA") (see **Exhibit "A"** attached hereto);

4. The District has decided, with the advice from its Engineers, to use the KIA grant monies to construct, install and upgrade certain water lines (upgrading from a 6 inch line to an 8 inch line) located along KY 1159 near the City of Brooksville, Kentucky (the "Upgrade Project");

5. The Project is being funded with the KIA grant proceeds and a \$35,490 grant from the Kentucky Transportation Cabinet (see **Exhibit "B"** attached hereto);

6. The District has obtained all necessary approvals, including the approval from the Kentucky Division of Water (see **Exhibit "C"** attached hereto);

7. The District has desires to construct the Upgrade Project by means of a Contract Change Order with the contractor currently working on the Original Project and accordingly, an executed Contract Change Order has been obtained (see **Exhibit "D"** attached hereto);

8. The District moves the Commission to grant a deviation from 807 KAR 5:001, Section 8(2) relating to the number of copies to be filed. The District desires to file only one copy of this Motion and supporting documentation due to the volume of paper that would be required;

9. The Engineers for the District are filing one copy of the Plans and Specifications relating to the Upgrade Project under separate cover;

WHEREFORE, the Applicant, Bracken County Water District, by Counsel, requests that the Kentucky Public Service Commission grant to the Applicant one of requests set forth in (A) and (B) as follows, and the request for deviation set forth in (C) below:

A. An amendment to the original Order in Case No. 2011-00519 specifically allowing the District to proceed with the construction of the Upgrade Project as additional construction relating to the Original Project; or

B. A finding that Commission approval is not necessary in regards to the construction of the Upgrade Project; and

C. Applicant's motion for a deviation from 807 KAR 5:001 Section (8)(2).

Rubin & Hays

By



W. Randall Jones
Kentucky Home Trust Building
450 South Third Street
Louisville, Kentucky 40202
(502) 569-7525
Counsel for Applicant

KENTUCKY INFRASTRUCTURE AUTHORITY
2020 WATER SERVICE ACCOUNT
GRANT ASSISTANCE AGREEMENT

WRIS NUMBER: WX21023029
GRANT AMOUNT: \$100,000
GRANTEE: Bracken County Water District
DATE OF AGREEMENT: 4/12/12

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, 4-12, 2012, by and between the KENTUCKY INFRASTRUCTURE AUTHORITY ("Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the Bracken County Water District

WITNESS

WHEREAS, the General Assembly of the Commonwealth of Kentucky, at its 1988 Regular Session, amended Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, an agency of the Commonwealth attached to the Governor's Office, is charged pursuant to KRS 224A.300 with coordinating the implementation of infrastructure projects and to this end maintains within the Water Resource Information System, a comprehensive database of profiles of each community's water and wastewater projects; and

WHEREAS, the statute creating the 2020 Water Service Account, KRS 224A.302 authorizes the use of funds for grants; and

WHEREAS, the Water Utility has determined that it is necessary and desirable to fund the construction of the Project, as hereinafter defined, and the Authority has determined that the Project is a Project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Authority; and

WHEREAS, the Water Utility desires to enter into this Agreement with the Authority for the purpose of securing from the Authority the Grant hereinafter identified; and

WHEREAS, the Authority and the Water Utility have determined to enter into this Grant Agreement pursuant to the terms of the Act and to set forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Project Profile together with the Project Budget, which is incorporated herein and made a part hereof as Exhibit 1; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition, construction and financing of the Project described in the Grantee's Project Profile.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and for the other good and valuable consideration, the receipt, mutuality and sufficiency of all of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 -- DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which are hereby incorporated in this Agreement by reference, the same as if set forth hereby verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended.

Agreement shall mean this Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to the governmental agency, unit of government, or private, investor-owned water system by the Authority.

Area Water Management Council shall mean the council designated as the planning body for the area, which shall prepare the Area Water Management Plan and approve all Project Profiles for water and wastewater projects.

Area Water Management Plan shall mean the plan that identifies current and future water supply, drinking water, and wastewater service needs of the area.

Authority shall mean the Kentucky Infrastructure Authority created by the Act as amended, a body corporate and politic, constituting a public corporation and a governmental agency and instrumentality of the Commonwealth of Kentucky, or such other designation as may be effected by future amendments to the Act.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured by the Grantee in connection with the Project identified in the Project Profile Database.

Grantee shall mean the Bracken County Water District or the Bracken County Water District's designee that is a governmental agency or unit of government or any private, investor owned utility within the Commonwealth eligible for funding under the Program in accordance with the Act, now having been or hereafter being granted the authority and power to finance, acquire, construct, or operate a Project.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee.

Kentucky Water Management Plan shall mean the guide and strategy that incorporates and analyzes each Area Water Management Plan and provides an assessment of future needs and allocation of funding for water and wastewater services throughout the Commonwealth.

Program shall mean the program authorized by KRS 224A.302 and KRS 224A.112 for the Authority to engage in a program of assistance to designated entities with respect to the construction and acquisition of water and wastewater infrastructure projects.

Project shall mean, when used generally, water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee, the Project described in the Project Profile.

Project Administrator shall mean that individual designated in writing to the Authority by the Grantee, who has the responsibility of supervising the Project and coordinating the preparation of all documentation with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in **Exhibit 1**.

Project Profile shall mean those specific details of the Project, approved by the Area Water Management Council as being consistent with the Area Water Management Plan, as applicable.

Rates and Charges shall mean an approved schedule of charges, based on actual cost of service, to adequately provide for retirement of any related debt obligation and to provide for proper operation of the Project.

System shall mean the utility system owned and operated by the Grantee of which the Project shall become a part and from the earnings of which System shall be operated, maintained and insured.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the other party of its respective obligations, to undertake the following obligations:

- A. The Authority shall pay to the Grantee an amount not to exceed \$100,000 from the 2020 Water Service Account, subject to the availability of appropriate funding, to complete the Project in accordance with the Project Profile, attached hereto as **Exhibit 1**, which is hereby incorporated herein and made a part of this Agreement. No payments shall be made until after the Project has received Clearinghouse endorsement.
- B. The Authority may make periodic reviews of the Project progress and may make inspections of the Project and send inspection reports to the Grantee. Deficiencies identified in the inspection report shall be corrected by the Grantee and the correction reported in writing to the Authority within two weeks of receipt of the Authority's inspection report.
- C. The Authority shall cooperate with the Grantee in order to facilitate the obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

- A. The Grantee shall, before any funds are released, sign and submit the Agreement, and complete and include the following Exhibits which are incorporated herein and made a part hereof:
 1. The Grantee shall complete and submit to the Authority the following:
 - a) Project profile and estimated project budget, as **Exhibit 1**, as an accurate description and cost estimate of the proposed project.
 - b) Original copy of the Grantee's resolution, as **Exhibit 2**, accepting the grant award, amending its budget to allow for receipt and expenditures of these funds, and authorizing a designated individual to execute the Agreement and all other documentation related to the Project.
 - c) A schedule of current rates and charges, as **Exhibit 3**. If there will be a change in the current rate structure as a result of this project, provide the proposed schedule of rates and charges.

2. The Grantee shall complete and submit to the Authority a revised Project Profile based on any changes to the original profile, as **Exhibit 4**.

The Grantee may request Grant funds after completion of Exhibits 1-4 by executing a Request for Payment and Project Status Report, as provided by the Authority, and attaching appropriate documentation, including, but not limited to, invoices and receipts.

- B. The Grantee agrees to adopt and use the Kentucky Uniform System of Accounting and Cost-Based Rates (KUSoA) and assure that rates and charges for service are based upon the cost of providing such service, if applicable to the Project. These rates and charges shall be in place no later than within 12 months of the end of the Grantee's current fiscal year.
- C. The Grantee shall receive Project funds via Electronic Fund Transfer (EFT) with the EFT to be implemented by use of the form provided by the Authority.
- D. The Grantee shall perform and/or cause to be performed all necessary acts to plan, design and construct the Project including, but not limited to: the procurement of land, easements and rights of way; professional services; and equipment and/or materials.
- E. The Grantee shall obtain all necessary permits, licenses and approvals from the appropriate federal, state, and/or local governmental entities prior to construction of the Project. Further, the Grantee shall require all construction contractors to pay wages pursuant to applicable prevailing wage rates (federal or state) for all work relating to the subject Project.
- F. The engineer's contract for this project, as provided by the Authority.
- G. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.
- H. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with the Grant Agreement and all applicable laws and regulations. The Grantee shall retain all records, including all invoices, relating to the Project for three years after full execution of **Exhibit 5** - Certificate of Completion.
- I. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate the obligations set out in this Agreement.
- J. Any unauthorized or improper expenditure of funds, or expenditure of funds other than in accordance with the terms of this Agreement, shall be deemed a default of this Agreement by the Grantee.
- K. The Grantee will proceed expeditiously with and complete the Project in accordance with the approved final design, plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee and as approved by the appropriate state and federal agencies.
- L. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under this Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good

operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities may occur only with written approval of the Authority.

- M. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- N. The Grantee shall, within 3 months of initiation of construction of the Project, submit to the Authority, Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North or South) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). If there is a significant deviation from the Final Design Plan during construction, As-built plans shall also be provided to the Authority, within three months of construction completion, in the same format.
- O. No project shall be considered closed until the Authority has received, and approved, the Grantee's Certificate of Completion, referenced above as Exhibit 5.

SECTION 4 - MUTUALITY OF OBLIGATIONS

- A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of implementing the Project. Further the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of each and every obligation in accordance with this Agreement is necessary. The failure of either party to fulfill its obligations under this Agreement shall constitute a breach of same.
- B. In the event of default by the Grantee, including the failure to take actions directed herein and/or to comply with time deadlines set out in this Agreement, the Authority may declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.
- C. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

- A. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.
- B. Except for payments authorized through Section 6 of this Agreement, no payment shall be made under the terms of this Agreement until the Kentucky State Clearinghouse has issued Project Endorsement.
- C. If additional financial assistance for this project becomes available to the Grantee after execution of this agreement, the amount of the assistance from the Authority shall be recalculated with the inclusion of the additional assistance, and the Grantee shall pay to the Authority the amount, if any, by which the grant actually made, exceeds the grant as determined by the recalculation.

SECTION 6 - MISCELLANEOUS PROVISIONS

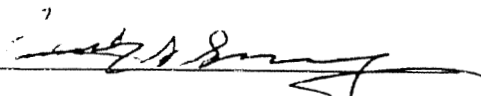
- A. This Agreement may be signed by each party on a separate copy, and in such case one counterpart of this Agreement shall consist of a sufficient number of such copies to reflect the signature of each party hereto. This Agreement may be executed in two or more counterparts each of that shall be deemed an original, and it shall not be necessary in making proof of this Agreement or the terms and conditions hereof to produce or account for more than one of such counterparts.
- B. The headings set forth in this Agreement are only for convenience or reference and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.
- C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. This provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.
- D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof, and may be modified only by a written instrument duly executed by each of the parties hereto.
- E. The parties agree that any suit, action or proceeding with respect to this Agreement may only be brought into or entered by, as the case may be, the courts of the Commonwealth of Kentucky situated in Frankfort, Franklin County, Kentucky or the United States District Court for the Eastern District of Kentucky, Frankfort Division.
- F. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of KRS 45A.150.
- G. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this contract for the purpose of financial audit or program review. Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission which are directly pertinent to the contract shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of the contract. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized officers as of the day and year above written.

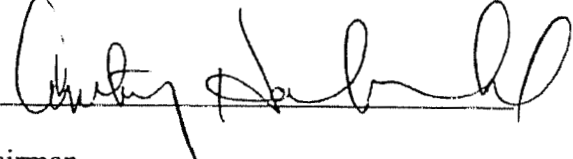
KENTUCKY INFRASTRUCTURE AUTHORITY

By: 
Title: Executive Director

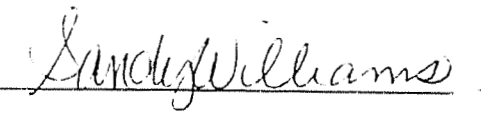
ATTEST

By: 
Title: Secretary

GRANTEE:

By: 
Chairman,
Bracken County Water District

ATTEST

By: 
Title: KIA Secretary

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____

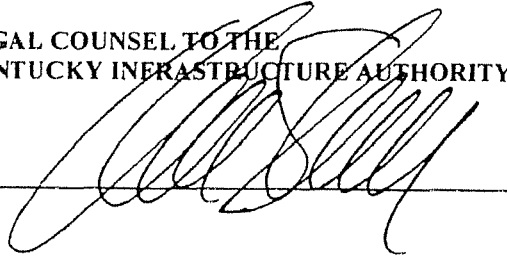
A large, stylized handwritten signature in black ink, written over a horizontal line.

EXHIBIT 2

RESOLUTION

**RESOLUTION OF THE BRACKEN COUNTY WATER DISTRICT
ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT,
AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND
AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED
DOCUMENTS**

WHEREAS, the Grantee has previously determined that it is in the public interest to acquire and construct certain facilities and improvements to the Grantee's utility system (the "Project"); and

WHEREAS, the Grantee desires funding from the Kentucky Infrastructure Authority (the "Authority") for the purpose of acquisition and construction of the Project.

NOW, THEREFORE, BE IT RESOLVED by the Board of the Bracken County as follows: Water District

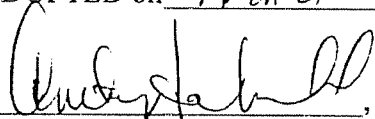
SECTION 1. That the Grantee hereby accepts the grant award and approves the Agreement between the Grantee and the Authority substantially in the form on file with the Grantee for the purpose of providing a portion of the necessary financing to the Grantee for the acquisition and construction of the Project.

SECTION 2. That Anthony Hebermehl is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

SECTION 3. That the Grantee hereby includes in its annual budget the receipt and expenditures of funds subject to the Agreement with the Authority.

SECTION 4. This Agreement shall take effect immediately upon passage.

ADOPTED on March 21, 2012.

, (Representative)

Title Chairman

CERTIFICATE

**2020 WATER SERVICE ACCOUNT
WX21023029 – Bracken County Water District**

I, the undersigned, hereby certify that I am the duly qualified and acting Secretary of the Bracken County Water Dist.; that the foregoing is a full, true and correct copy of a Resolution adopted by the governing authority of said Grantee at a meeting duly held on March 21, 2012; that said official action appears as a matter of public record in the official records or journal of the governing authority; that said meeting was held in accordance with all applicable requirements of Kentucky law, including KRS 61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said official action has not been modified, amended, revoked or repealed and is now in full force and effect.

IN TESTIMONY WHEREOF, witness by me this 21 day of March, 2012.


Secretary/Clerk/Recording Officer



Drinking Water Project Profile

Legal Applicant: **Bracken County Water District**

Project Title: **BCWD-West End Feed to Brooksville**

Project Number: **WX21023029** View Map

Submitted By: **BTADD**

Funding Status: **Not Funded**

Primary County: **Bracken**

Project Status: **Approved**

Planning Unit: **Bracken**

Project Schedule: **0-2 Years**

Multi-County: **No**

E-Clearinghouse SAI: **KY201203190278**

ECH Status:

Applicant Entity Type: **Water District (KRS 74)**

Date Approved (AWMPC): **12-05-2011**

Project Description:

This project will replace 2500' of 6" AC line with 8" PVC. The project includes the area from the Division 2 Pump Station to the West end of Brooksville. This area serves the school, slaughter house, Dollar store and several residences. This new line will also be the supply line to the Brooksville Water Tank.

Need for Project:

Briefly describe how this project promotes public health or achieves and/or maintains compliance with the Clean Water Act or Safe Drinking Water Act:

This project will equalize pressure in the area. The pressure will increase to 75 psi.

Project Alternatives:

Alternate A:

Replace the line with 6" PVC.

Alternate B:

Brooksville Water run a supply line to Augusta.

Alternate C:

Do nothing.

Legal Applicant:

Entity Type: **Water District (KRS 74)**

PSC Group ID: **19050**

Entity Name: **Bracken County Water District**

Web URL:

Office EMail: **pam.hopkins62@yahoo.com**

Office Phone: **606-735-3513**

Toll Free:

Fax:

Mail Address Line 1: **PO Box 201**

Phys Address Line 1: **1324 Brooksville Germantown Rd**

Mail Address Line 2:

Phys Address Line 2:

Mail City, State Zip: **Brooksville, KY 41004**

Phys City, State Zip: **Brooksville, KY 41004**

Contact: **Pam Hopkins**

Manager: **Michael Brothers**

Contact Title: **Project Manager**

Manager Title: **Maintenace Administrator**

Contact EMail: **pam.hopkins62@yahoo.com**

Manager EMail: **mb2940@yahoo.com**

Contact Phone: **606-735-3513**

Manager Phone: **606-735-3513**

Contact Cell:

Manager Cell:

Authorized Official: **Anthony Habermehl**

Auth. Official Title: **Chairman**

Auth. Official EMail:

Auth. Official Phone: **606-735-3513**

Auth. Official Cell:

Data Source: **KENTUCKY INFRASTRUCTURE AUTHORITY**

Date Last Modified: **11.10.2011**



Drinking Water Project Profile
WX21023029 - Bracken County Water District
BCWD-West End Feed to Brooksville

Project Administrator (PA) Information

Name: **Laura M Jefferson**
Title: **Infrastructure Dev Mgr**
Organization: **Buffalo Trace Area Development District**
Address Line 1: **201 Government St**
Address Line 2: **PO Box 460**
City: **Maysville** State: **KY** Zip: **41056**
Phone: **606-564-6894** Fax: **606-564-0955**

Applicant Contact (AC) Information

Name: **Michael Brothers**
Title: **Superintendent**
Organization: **Bracken County Water District**
Address Line 1: **1324 Brooksville Germantown Rd**
Address Line 2:
City: **Brooksville** State: **KY** Zip: **41004**
Phone: **606-735-3513** Fax:

Project Engineer (PE) Information:

This project requires a licensed Professional Engineer.

License No: **PE 20469**

PE Name: **Jeff Dwain Reynolds**

Phone: **502-695-9800** Fax: **502-695-9810**

E-Mail: **jdreynolds@hmbpe.com**

Firm Name: **Haworth, Meyer & Boleyn, Inc.**

Addr Line 1: **HMB**

Addr Line 2: **3 Hmb Circle**

Addr Line 3: **1410 Charlestown-New Albany Pike**

City: **Jeffersonville** State: **IN** Zip: **47130**

Status: **Current** Disciplinary Actions: **NO**

Issued: **07-27-1998** Expires: **06-30-2012**

Engineering Firm Information:

Permit No: **8**

Firm Name: **Haworth, Meyer & Boleyn, Inc.**

Phone: **502-695-9800** Fax:

Web URL: **http://hmbpe.com/**

E-Mail: **bmeyer@hmbpe.com**

Addr Line 1: **3 Hmb Circle**

Addr Line 2:

City: **Frankfort** State: **KY** Zip: **40601**

Status: **Current** Disciplinary Actions: **NO**

Issued: **03-02-1993** Expires: **12-31-2012**



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

Estimated Budget

Project Cost Classification:

Administrative Exp.:	\$ 5,000
Legal Exp.:	
Land, Appraisals, Easements:	\$ 1,000
Relocation Exp. & Payments:	
Planning:	\$ 2,500
Engineering Fees - Design:	\$ 10,000
Engineering Fees - Construction:	
Engineering Fees - Inspection:	\$ 9,500
Engineering Fees - Other:	
Construction:	\$ 66,000
Equipment:	
Miscellaneous:	
Contingencies:	\$ 6,000
Total Project Cost:	\$ 100,000

Construction Cost Categories:

Treatment:	
Transmission & Distribution:	\$ 66,000
Source:	
Storage:	
Purchase of Systems:	
Restructuring:	
Land Acquisition:	
Non-Categorized:	
Total Construction:	\$ 66,000

Total Sustainable Infrastructure Costs:

Note: Total Sustainability Infrastructure Costs are included within construction and other costs reported in this section. This breakout is provided for SRF review purposes.

Project Funding Sources:

Total Project Cost: **\$100,000**
 Total Committed Funding: **\$0**
 Funding Gap: **\$100,000 (Not Funded)**

This project will be requesting SRF funding for Federal FY 2013.

Detailed Project Schedule:

Environmental Review Status:
 RD Approval Date:
 CDBG Approval Date:
 No approval, but Cross-Cutter Scoping Completed:
 Construction Permit Application Date:
 Construction Permit Application Status:
 Estimated Bid Date: **07-01-2012**
 Estimated Construction Start Date: **10-01-2012**

Funding Source	Amount	Funding Status	Applicable Date
KIA 2020 Fund B Grant	\$100,000	Anticipated	N/A
Total:	\$100,000		



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

The following systems are beneficiaries of this project:

DOW PERMIT ID	System Name
KY0120039	Bracken County Water District
KY0120044	Brooksville Water

Project Ranking by AWMPC:

Regional Ranking(s): **BTADD** 7
 Planning Unit Ranking: 2
 Total Points:

Plans and Specifications:

- Plans and specs have been sent to DOW.
- Plans and specs have been reviewed by DOW.
- Plans and specs have been sent to PSC.
- Plans and specs have been reviewed by PSC.

Demographic Impacts:

	For Project Area	For Included Systems(s)
Serviceable Population	626	6,777
Serviceable households	272	3,020
Med. Household Income	\$39,219	\$40,814

New or Improved Service:

	Survey Based	GIS Census Overlay
To Unserved Households		
To Underserved Households	100	272
To Total Households	100	272

Economic Impacts:

Jobs Created
 Jobs Retained

DW Specific Impacts:

- This project relates to a public health emergency.
- This project will assist a non-compliant system to achieve compliance.
- This project will assist a compliant system to meet future requirements
- This project will provide assistance not compliance related.
- This project will address the terms of the Court Order and/or Agreed Order.
- The system(s) involved with this project have achieved voluntary compliance with violations before being referred for an enforcement case.



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

Project Inventory (Mapped Features):

Line Features:

DOW Permit ID	Line Type	Purpose	Activity	Size (in.)	Material	Length (LF)
KY 0120039	WATER LINE: FINISHED	DISTRIBUTION	REHAB - REPLACE LEAD AND/OR ASBESTOS-CEMENT LINES	8.00	AC	1,299
KY 0120039	WATER LINE: FINISHED	DISTRIBUTION	REHAB - REPLACE LEAD AND/OR ASBESTOS-CEMENT LINES	8.00	PVC	1,484
					Total Length	2,783

Administrative Components:

- Planning
 Design
 Construction
 Management

Regionalization Components:

Public Water Systems Eliminated:

- This project includes the elimination of public water system(s) through merger or acquisition.

Water Treatment Plants Eliminated:

- This project includes the elimination of water treatment plant(s) through interconnect(s).

Supplementation of Raw Water Supply:

- This project includes supplementing the existing raw water supply.

Supplementation of Potable Water Supply:

- This project includes supplementing the existing potable water supply.

Emergency Only Water Supply:

- This project provides emergency only water supply.

Water Source Protection:

- This project includes land acquisition for water source protection.



Drinking Water Project Profile
WX21023029 - Bracken County Water District
BCWD-West End Feed to Brooksville

Water Treatment Components:

- This project includes water treatment components

Treatment Activities:

- This project includes a new water treatment plant.
- This project includes an expansion of an existing water treatment plant.
- This project includes rehabilitation of an existing water treatment plant.
- This project includes upgrades to an existing water treatment plant.
- This project includes emergency power generators for treatment activities.
- This project includes redundant treatment processes.

Acute Public Health Risk:

- This project includes infrastructure options to meet Cryptosporidium removal/inactivation requirements.
- This project includes infrastructure options to meet CT inactivation requirements.

Chronic Public Health Risk:

- This project includes treatment modifications to meet the Disinfectants/Disinfection Byproducts Rule at the water treatment plant.
- This project will provide treatment modifications for VOCs, IOC, SOC, or Radionuclides.

Secondary Contaminants:

- This project includes treatment modifications to address Secondary Contaminants.

Security:

- This project includes security components for water treatment facilities.

Water Distribution and Storage:

- This project includes water distribution and/or storage components.

Water Line Extensions:

- This project includes water line extension(s).

Redundancy Components:

- This project includes emergency power generators for distribution and/or storage activities.

Number of units provided: 0

- This project includes redundant distribution and/or storage processes.

Finished Water Quality:

- This project includes infrastructure to address inadequate water turnover and disinfection byproducts (DBPs).
- This project includes infrastructure to address inability to maintain disinfection residual.



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

Water Line Replacement:

- This project replaces problem water lines (breaks, leaks, or restrictive flows due to age), water lines consisting of lead and/or asbestos-cement (AC), and/or inadequately sized water lines.

Roads Serviced by Line Replacements:

Road Name	LF Serviced
KY 1159	2,783
Total	2,783

Water Storage and Pressure Components:

- This project includes the construction of new water tank(s).
- This project includes the replacement of existing water tank(s).
- This project includes the rehabilitation of existing water tank(s).
- This project includes the construction of new pump station(s).
- This project includes the rehabilitation of existing pump station(s).

Security:

- This project includes security components for water distribution infrastructure.

Sustainable Infrastructure - Green Infrastructure:

Green stormwater infrastructure includes a wide array of practices at multiple scales that manage wet weather and that maintains and restores natural hydrology by infiltrating, evapotranspiring and harvesting and using stormwater. On a regional scale, green infrastructure is the preservation and restoration of natural landscape features, such as forests, floodplains, and wetlands, coupled with policies such as infill and redevelopment that reduce overall imperviousness in a watershed. On the local scale, green infrastructure consists of site and neighborhood-specific practices, such as:

Component	Cost
<input type="checkbox"/> Bioretention	\$0
<input type="checkbox"/> Trees	\$0
<input type="checkbox"/> Green Roofs	\$0
<input checked="" type="checkbox"/> Permeable Pavement	\$0
<input type="checkbox"/> Cisterns	\$0
Total Green Infrastructure Cost:	
	\$0

There are no Green Infrastructure components specified for this project.



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

Sustainable Infrastructure - Water Efficiency:

The use of improved technologies and practices to deliver equal or better services with less water. Water efficiency encompasses conservation and reuse efforts, as well as water loss reduction and prevention, to protect water resources for the future. Examples include:

Component	Cost
<input type="checkbox"/> Installing or retrofitting water efficient devices such as plumbing fixtures and appliances (toilets, showerheads, urinals).	\$0
<input type="checkbox"/> Installing any type of water meter in previously unmetered areas (can include backflow prevention if in conjunction with meter replacement).	\$0
<input type="checkbox"/> Replacing existing broken/malfunctioning water meters with AMR or smart meters, meters with leak detection, backflow prevention.	\$0
<input type="checkbox"/> Retrofitting/adding AMR capabilities or leak equipment to existing meters.	\$0
<input type="checkbox"/> Conducting water utility audits, leak detection studies, and water use efficiency baseline studies, which are reasonably expected to result in a capital project or in a reduction in demand to alleviate the need for additional capital investment.	\$0
<input type="checkbox"/> Developing conservation plans/programs reasonable expected to result in a water conserving capital project or in a reduction in demand to alleviate the need for capital investment.	\$0
<input checked="" type="checkbox"/> Recycling and water reuse projects that replace potable sources with non-potable sources (Gray water, condensate, and wastewater effluent reuse systems, extra treatment or distribution costs associated with water reuse).	\$0
<input type="checkbox"/> Retrofit or replacement of existing landscape irrigation systems to more efficient landscape irrigation systems.	\$0
<input type="checkbox"/> Water meter replacement with traditional water meters.*	\$0
<input type="checkbox"/> Distribution pipe replacement or rehabilitation to reduce water loss and prevent water main breaks.*	\$0
<input checked="" type="checkbox"/> Storage tank replacement/rehabilitation to reduce water loss.*	\$0
<input checked="" type="checkbox"/> New water efficient landscape irrigation system, where there currently is not one.*	\$0
Total Water Efficiency Cost:	\$0

* Indicates a business case may be required for this item.

There are no Water Efficiency components specified for this project.

Sustainable Infrastructure - Energy Efficiency:

Energy efficiency is the use of improved technologies and practices to reduce the energy consumption of water projects, use energy in a more efficient way, and/or produce/utilize renewable energy. Examples include:

Component	Cost
<input type="checkbox"/> Renewable energy projects, which are part of a public health project, such as wind, solar, geothermal, and micro-hydroelectric that provides power to a utility.	\$0
<input type="checkbox"/> Utility-owned or publicly-owned renewable energy projects.	\$0
<input type="checkbox"/> Utility energy management planning, including energy assessments, energy audits, optimization studies, and sub-metering of individual processes to determine high energy use areas.	\$0
<input type="checkbox"/> Energy efficient retrofits, upgrades, or new pumping systems and treatment processes (including variable frequency drives (VFDs)).*	\$0
<input type="checkbox"/> Pump refurbishment to optimize pump efficiency.*	\$0
<input type="checkbox"/> Projects that result from an energy efficient related assessment.*	\$0
<input type="checkbox"/> Projects that cost effectively eliminate pumps or pumping stations.*	\$0
<input type="checkbox"/> Projects that achieve the remaining increments of energy efficiency in a system that is already very efficient.*	\$0
<input type="checkbox"/> Upgrade of lighting to energy efficient sources.*	\$0
<input type="checkbox"/> Automated and remote control systems (SCADA) that achieve substantial energy savings.*	\$0
Total Energy Efficiency Cost:	\$0

* Indicates a business case may be required for this item.

There are no Energy Efficiency components specified for this project.



Drinking Water Project Profile
 WX21023029 - Bracken County Water District
 BCWD-West End Feed to Brooksville

Sustainable Infrastructure - Environmentally Innovative:

Environmentally innovative projects include those that demonstrate new and/or innovative approaches to delivering services or managing water resources in a more sustainable way. Examples include:

Component	Cost
<input type="checkbox"/> Total integrated water resources management planning, or other planning framework where project life cycle costs are minimized, which enables communities to adopt more efficient and cost-effective infrastructure solutions.	\$0
<input type="checkbox"/> Plans to improve water quantity and quality associated with water system technical, financial, and managerial capacity.	\$0
<input type="checkbox"/> Source water protection planning (delineation, monitoring, modeling).	\$0
<input type="checkbox"/> Planning activities to prepare for adaptation to the long-term effects of climate change and/or extreme weather.	\$0
<input type="checkbox"/> Utility sustainability plan consistent with EPA's sustainability policy.	\$0
<input type="checkbox"/> Greenhouse gas inventory or mitigation plan and submission of a GHG inventory to a registry as long as it is being done for an SRF eligible facility.	\$0
<input type="checkbox"/> Construction of US Building Council LEED certified buildings, or renovation of an existing building.	\$0
<input checked="" type="checkbox"/> Projects that significantly reduce or eliminate the use of chemicals in water treatment.*	\$0
<input type="checkbox"/> Treatment technologies or approaches that significantly reduce the volume of residuals, minimize the generation of residuals, or lower the amount of chemicals in the residuals.*	\$0
<input type="checkbox"/> Trenchless or low impact construction technology.*	\$0
<input type="checkbox"/> Using recycled materials or re-using materials on-site.*	\$0
<input type="checkbox"/> Educational activities and demonstration projects for water or energy efficiency (such as rain gardens).*	\$0
<input type="checkbox"/> Projects that achieve the goals/objectives of utility asset management plans.*	\$0
Total Environmentally Innovative Cost:	\$0

* Indicates a business case may be required for this item.

There are no Environmentally Innovative components specified for this project.

Sustainable Infrastructure - Asset Management:

If a category is selected, the applicant must provide proof to substantiate claims. The documents must be submitted to Amanda Yeary (Amanda.Yeary@ky.gov) for DW projects.

Component
<input type="checkbox"/> The system(s) has a Capital Improvement Plan or similar planning document.
<input type="checkbox"/> The system(s) involved in this project have developed appropriate rate structures to build, operate, and maintain.
<input type="checkbox"/> The system(s) involved in this project have specifically allocated funds for the rehabilitation and replacement of aging and deteriorating infrastructure.

There are no Asset Management components specified for this project.

Project Notes:

Date	Notes
03/19/2012	Anticipated Dates per Jeff Reynolds on 3/16/12
	Environmental Review June 2012
	DOW approval of plans and specs June 2012
	Bid Advertising July
	Bid Opening Aug.
	PSC Approval Sept.
	Construction Contract Award Oct.
	Construction Start Oct.
	Initiation of Operation Nov.
	Construction Completion Dec.
	Project Closeout Jan. 2013

Project Status: Approved

Date Approved: 12-05-2011

Date Revised:

FOR BRACKEN COUNTY WATER DIST

PSC KY NO. 1

26th Revised SHEET NO. 2

CANCELLING PSC KY NO. 2

25th Revised SHEET NO. 2

BRACKEN COUNTY WATER DISTRICT
(NAME OF UTILITY)

RESIDENTIAL, COMMERCIAL AND INDUSTRIAL
(Applicable to all of Bracken County except Augusta and Brooksville)

GALLONAGE BLOCK

First 2,000 gallons and minimum bill	\$25.69
Next 38, 000 gallons	\$ 9.79/1000 gal
Over 40,000 gallons	\$ 7.76/1000 gal

(Multiple users are billed a minimum of \$25.69 per unit.)

Sales and Utility Tax where applicable.

CONNECTION FEE: \$600.00 on standard meter.

WHOLESALE DIVISION 1 (Applicable to City of Brooksville, and East Pendleton Co Water)

GALLONAGE BLOCK \$3.69/1000 gal

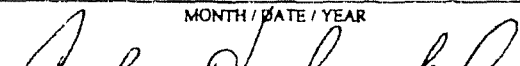
BULK SALES: Loading Station Division 1 \$8.75/1000 gal

FIELD CHARGE \$40.00

DATE OF ISSUE February 1, 2012

MONTH / DATE / YEAR

DATE EFFECTIVE February 1, 2012

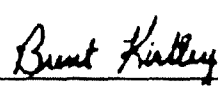
ISSUED BY 

MONTH / DATE / YEAR

SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2012-00005 DATED
2-2-2012

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE 2/1/2012
PURSUANT TO 302 KAR 5-011 SECTION 4.1

KENTUCKY INFRASTRUCTURE AUTHORITY

**2020 WATER SERVICE ACCOUNT
WX21023029 – Bracken County Water District**

Estimated

As Bid


Revised

Cost Classification		Amount
1	Administrative Expenses (1)	5,000
2	Legal Expenses	
3	Land, Appraisals, Easements	1,000
4	Relocation Expense & Payments	
5	Planning (2)	2,500
6	Engineering Fees - Design	10,000
7	Engineering Fees - Construction	
8	Engineering Fees - Inspection	9,500
9	Construction	66,000
10	Equipment	
11	Contingency	6,000
12	Other	
Total		100,000

Funding Sources		Amount	Date Committed
1	KIA 2020 Grant	100,000	
2	KIA Fund B Grant		
3			
4			
5			
6			
7			
8			
9			
10			
11			
Total		100,000	

(1) Include Interim Financing

(2) Include in this category, all negotiated fees not included in the RD fee scale calculation


 Signature
 Infrastructure Development Manager
 Title
 3/28/12
 Date

✓

ATTACHMENT B

**AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF GRANTEE PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY**

**2020 WATER SERVICE ACCOUNT
WX21023029 – Bracken County Water District**

Grantee Information:

Name: BRACKEN COUNTY WATER DISTRICT
Address: PO BOX 201
City: BROOKSVILLE State: KY Zip: 41004
Telephone: 606-735-3513 Contact: DIANA MORAN
E-mail address: MORANDW@YAHOO.COM
Federal I.D. #: 61-0651413

Financial Institution Information:

Bank Name: FIRST NATIONAL BANK
Branch: _____ Phone No: 606-735-2501
City: BROOKSVILLE State: KY Zip: 41004
Transit / ABA No.: 042103826
Account Name: BRACKEN CO WATER DISTRICT CONSTRUCTION ACCOUNT
Account Number: 0052217

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: Diana Moran Date: MARCH 26, 2012
Name Printed: DIANA MORAN Job Title: OFFICE MANAGER

**Please return completed form to: Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
phone: 502-573-0260
fax: 502-573-0157**



TRANSPORTATION CABINET

Frankfort, Kentucky 40622
www.transportation.ky.gov/

Steven L. Beshear
Governor

Michael W. Hancock, P.E.
Secretary

August 27, 2012

Mr. Anthony Habermehl, Chairman
Bracken County Water District
P.O. Box 201
1324 Brooksville-Germantown Road
Brooksville, KY 41004-0201

SUBJECT: Bracken County
FD04 012 85050 01U
KY-1159 From Brooksville To AA Highway (KY-9)
Item No. 06-8311.00

Dear Mr. Habermehl:

We are attaching the original, which has been fully executed, and two conformed copies of the lump sum agreement between the Transportation Cabinet and Bracken County Water District on the subject project. Approval was obtained for work to be done in the agreement amount of \$35,490.00.

Please coordinate any activities for the adjustment of your facilities with our District Utilities Manager, Joe Menkhaus, 421 Buttermilk Pike, Ft. Mitchell, KY 41017. Please advise him of the date work is to be started and completed.

Please adhere to the terms and conditions of the executed agreement as improper completion of those terms may be cause for rejected payment. Invoicing and modifications must be submitted and approved as defined in said agreement. The agreement also states that all contractors working for the utility must be submitted to the District Utility Supervisor for approval prior to working on a project.

Upon completion of your work, three copies of a final invoice with as-built plans showing work done must be submitted. The beginning and ending dates of your work must also be shown on your invoice. A signed copy of the Statement of Charges Form, TC 69-8, must accompany each copy of any bill whether current or final.

Sincerely,

A handwritten signature in black ink, appearing to read "Thomas F. Capshaw".

Thomas F. Capshaw
Area Utilities Coordinator
Division of Right of Way & Utilities

TFC/tfc

Cc: Joe Menkhaus, District Utilities Manager
File



Kentucky Commonwealth of Kentucky

PURCHASE ORDER

IMPORTANT
 Show Doc ID number on all packages, invoices and correspondence.

Doc Description: Bracken County item # 6-8311.00	
Doc ID No: PO2 625 1300001258 1	Procurement Folder:
Procurement Type:	
Administered By:	Cited Authority:
Telephone:	Issued By:
Doc Description: reconstruct KY 1159	
Doc ID No: PO2 625 1300001258 1	Procurement Folder: 2620713
Procurement Type: MOA/PSC Exception	
Administered By: Gregory McDonald	Cited Authority: KRS177.035
Telephone: 859-246-2355	Issued By: MONICA SEIDER

C O N T R A C T O R	BRACKEN CO WATER DIST 1	
	PO BOX 201	
	BROOKSVILLE	KY 41004
	US	

Final ✓

Effective From: 2012-08-01 **Effective To:** 2016-06-30

Line	CL Description	Due Date	Quantity	Unit Issue	Unit Price	Contract Amt	Total Price
1	utility relocation agreement		0 00		0 00000	35,490.00	35,490.00

Extended Description

prior to the District's (Bracken County Water District) knowledge of the Cabinet's plans for road improvements on the subject section of roadway, the District had a project planned and funded through their own resources for reconstruction of the water main along Wellsburg-Brooksville Road (KY1159). Upon discovery of the Cabinet's proposed road improvement project, the District requested the Cabinet's participation in their current project, specifically to pay the additional costs required to relocate and construct the main and appurtenances in a manner that will accommodate the proposed Cabinet project along Wellsburg-Brooksville Road (KY1159) from station 102+00 to station 122+75. The aforementioned work consists of construction of an additional 180 linear feet of 8 inch water line, 170 linear feet of road bore, and appurtenances.

B I L T O	319046		S H I P T O	429506	
	KYTC DIST 6 - COVINGTON DISTRICT OFC			KYTC DIV OF RIGHT OF WAY UTIL	
	421 BUTTERMILK PIKE			200 MERO STREET	
	COVINGTON	KY 41017-0130		FRANKFORT	KY 40622
US		US			

Total Order Amount: 35,490.00

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
UTILITY RELOCATION
LUMP SUM AGREEMENT
PURSUANT TO KRS 177.035**

BRACKEN COUNTY
FD04 012 85050 01U
KY-1159 FROM BROOKSVILLE TO AA HIGHWAY (KY-9)
ITEM NO. 06-8311.00

THIS UTILITY RELOCATION AGREEMENT is made and entered into by and between the Kentucky Transportation Cabinet, Department of Highways, hereinafter the Cabinet, and Bracken County Water District, P.O. Box 201, 1324 Brooksville-Germantown Road, Brooksville, Kentucky 41004-0201, hereinafter referred to as the *District*.

AGREEMENT PREMISES

1. The Cabinet, in the interest of public safety and convenience, proposes to reconstruct Wellsburg-Brooksville Road (KY-1159) from Brooksville to the AA Highway, a distance of approximately 4.359 miles as shown by the Cabinet's survey and general plan sheets, which are hereby made a part of this Agreement.
2. The subject project was authorized by TC 10-1, Official Order Authorization No. 85050 001, dated June 10, 2012, subject to appropriate reimbursement by the Federal Highway Administration or Cabinet, which as pertains to this Agreement, is in the amount of \$35,490.00.

3. The right of way for the proposed roadwork for Wellsburg-Brooksville Road (KY-1159) will pass over and include certain water distribution facilities constructed and now maintained by the *District*.
4. The said facilities will be relocated as designed by the *District* and shown on the Cabinet's survey and general plan sheets.
5. The said facilities may be relocated upon highway right of way, with restrictions, or upon other private right of way to be obtained by the *District*.
6. If required and applicable, the Cabinet will recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the Cabinet under the Federal Aid Highway Program, and Acts amendatory thereof and supplementary thereto, including Subpart A of 23 Code of Federal Regulations (CFR) 645.
7. The *District* is authorized herein to make the necessary removal, alterations or adjustments of its existing facilities with the *District's* regular engineering, construction, and maintenance forces. Said work is to be reimbursed with One-hundred Percent (100%) of the costs to be borne by the Cabinet.

The remainder of this page is intentionally left blank.

SCOPE OF AGREEMENT

In consideration of the premises, the parties agree as follows:

8. The *District*, with its regular construction or maintenance personnel and/or with a contractor or subcontractor, will furnish all construction labor, equipment and materials to make and complete all necessary additional adjustments of its facilities to accommodate the proposed highway construction as shown in the attached plans and estimate, (Attachment A) and which by this reference is hereby made a part of this Agreement.
9. The estimated cost of constructing an additional 180 linear feet of 8 inch water line, 170 linear feet of road bore, and appurtenances is \$35,490.00, which is One-hundred Percent (100%) of the total cost and the lump sum amount to be borne by the Cabinet as shown by the estimate attached hereto, shown in Attachment A.
10. The scope of work to be completed under this Agreement is substantially as follows:

Prior to the *District's* knowledge of the Cabinet's plans for road improvements on the subject section of roadway, the *District* had a project planned and funded through their own resources for reconstruction of the water main along Wellsburg-Brooksville Road (KY-1159). Upon discovery of the Cabinet's proposed road improvement project, the *District* requested the Cabinet's participation in their current project, specifically to pay the additional costs required to relocate and construct the main and appurtenances in a manner that will accommodate the

proposed Cabinet Project along Wellsburg-Brooksville Road (KY-1159) from station 102+00 to station 122+75. The aforementioned work consists of construction of an additional 180 linear feet of 8 inch water line, 170 linear feet of road bore, and appurtenances.

11. Once the *District* receives the authorization by the Cabinet to begin work, the *District* estimates that it will take approximately forty (40) working days to complete the relocation of the facilities.
12. The *District* shall submit any change orders necessary to the Cabinet for consideration and approval before initiation of the work detailed in said change order. A change order shall be considered only in the event there is a change in the scope of work, extra work to be performed, or other major changes in the work covered by this Agreement. Said change order must be detailed and include proper itemizations from the *District*, computed in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. If the *District* fails to obtain prior approval of a change order from the Cabinet, the Cabinet has the right to refuse reimbursement of expenditures for such change order.
13. The *District* shall be reimbursed only for the cost of constructing the most economical type of facilities that satisfactorily meet the service requirements of the former facilities. A certification to this effect shall be included in submittals for reimbursement for work performed and actual costs incurred.
14. On any relocation project, all work within the limits of the Cabinet's right-of-way, whether by force account or contract, shall be done in accordance with the

Cabinet's Standards, Specifications, and Standard Drawings. All traffic control will be in accordance with Part VI of the *Manual on Uniform Traffic Control Devices*. Backfilling and bedding, if required and/or necessary, will be performed in accordance with the most recent version of the Roadway Drainage Installations (RDI) section of the Cabinet's *Division of Highway Design Standard Drawings*. Surface restoration, if required, will be performed in accordance with details as shown in the most recent version of the Cabinet's Standard Specifications for Road and Bridge Construction and the *Permits Manual*, or as directed by the Cabinet's engineer.

15. Per Cabinet policy in the most recent version of the Cabinet's *Permits Manual*, the following minimum standards are to be adhered to regarding underground utility construction for any relocation project: The minimum depth for underground utilities on fully controlled access routes, except for natural gas and petroleum fraction lines, is forty-two (42) inches. Underground utilities on non-fully controlled access routes except for natural gas and petroleum fraction lines, is forty-two (42) inches under roadways, shoulders, ramps, and ditch lines and thirty (30) inches in all other areas within state right-of-way. For natural gas and petroleum fraction lines located within the state right-of-way on fully controlled access highways, the minimum depth is sixty (60) inches. For non-fully controlled access highways the minimum depth for such lines, is sixty (60) inches when located inside of ditch lines and a minimum of forty-two (42) inches in all other areas outside of ditch lines. Exceptions may be made where a lesser depth

will not interfere with the highway maintenance or safety. Exceptions shall include an engineering study that will be prepared and submitted by the permittee and approved by the Cabinet's engineer.

The remainder of this page is intentionally left blank.

RESPONSIBILITIES OF KYTC

16. The Cabinet will reimburse the *District* for the lump sum cost of the work upon presentation of invoices from the *District*. The *District* will compute costs by and in accordance with the methods and procedures set forth in Subpart A of 23 CFR 645. The method of developing the relocation costs is found in 23 CFR 645.117.
17. Bills from the *District* will be in a form that will meet the approval of the Cabinet and the Federal Highway Administration.

**Payments will be made on the following basis
in accordance with 23 CFR 645.117:**

Current Billings. The *District* may submit current billings reflecting the cost incurred during any given work period, in which case, the current billings will be paid within thirty (30) business days after receipt of same by the Cabinet.

Final Payment. Upon completion of all said work and the submission of final invoices and as-built drawings, the *District* shall provide one final and complete billing of all remaining costs incurred, within one year following completion of the utility relocation work performed by the *District* pursuant to this Agreement, otherwise previous payments to the utility shall be considered final, except as agreed to between the Cabinet and the *District*. The final billing will be forwarded for payment after review and approval of the District Utilities Supervisor and submitted to the Central Office Utilities Section.

All Payments. Payments shall not exceed the lump sum of \$35,490.00 unless there is a change in the plans by the Cabinet or a change in the scope of work warranting additional work.

ADDITIONAL REQUIREMENTS

18. The Cabinet certifies that it is in compliance with the provisions of KRS 45A.695. "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The contractor, as defined in KRS 45A.030(9) agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed as directly pertinent to the Agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c). The *District* also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884
19. In the event of a dispute between the contractor and the contracting agency, Attorney General, or the Auditor of Public Accounts over documents that are eligible for production and review, the Finance and Administration Cabinet shall review the dispute and issue a determination, in accordance with Secretary's Order 11-004. (See attachment)
20. All records of the *District* pertaining to this project will be subject to inspection at any reasonable time by representatives of the Cabinet and/or the Federal Highway

Administration, and shall be retained and maintained as prescribed in 23 CFR 645.117 (i)(3) and 49 CFR 18.42 - *Retention and Access Requirements for Records*.

21. Execution of this Agreement and issuance of a Cabinet Permit number hereon is conditioned upon the acceptance of and agreement to the standard terms and conditions of the Cabinet Encroachment Permit (TC99-1) form revision in effect at the time of the execution of this Agreement, and this Cabinet Encroachment Permit (TC99-1) form revision is made a part of this agreement by this reference.
22. The work of altering and maintaining the *District's* facilities covered by this Agreement, at any time after they have been relocated by the *District* as herein provided, shall be done by the *District* at its sole expense except as may otherwise be provided by law. Such work as is necessary to install, alter, service and maintain any facilities within the Cabinet's right of way will be performed in accordance with policies and procedures prescribed by the Cabinet's Permits Manual and in such a manner as will ensure the safety of the general public in their use of the road as a highway. Access from the through-traffic roadways and ramps for maintenance or servicing of utility facilities located on the Cabinet's right of way requires an encroachment permit except by permission of the District Engineer in an emergency situation.
23. The *District* shall comply with the 18 United States Code (U.S.C.) 874 Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations (29 CFR Part 3).

24. It is agreed by and between the parties hereto that 23 CFR 645 and supplements and amendments thereto form an essential part of this Agreement, and shall in no way be abrogated or superseded by the terms and provisions of this Agreement.
25. Limited to acts related to this Agreement, the *District* agrees to indemnify and hold harmless the Cabinet against any and all third-party claims, demands, obligations or litigation that result from: (1) any material breach of this Agreement by the *District*; (2) any and all negligent acts of the *District*; and (3) any policy, procedure or employment practice of the *District* violating applicable Federal, State or local laws.
26. The *District* shall maintain adequate protection of all work from damage and shall protect the Cabinet's property from injury or loss arising in connection with this Agreement. The *District* shall make good any such damage, injury or loss, except such as may be directly caused by agents or employees of the Cabinet. The *District* shall adequately protect adjacent property as provided by law and this Agreement.
27. The *District* shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of Federal, State and municipal safety laws and building codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The *District* shall comply with all applicable Federal and State Occupational Safety and Health Administration (OSHA) standards including 23 CFR 634 and Kentucky Revised Statutes (KRS) Chapter 338.

28. KRS 45A.480 requires the *District* to comply with the Cabinet's requirements pertaining to workers' compensation insurance and unemployment insurance. By execution of this agreement, the *District* agrees that all contractors and subcontractors employed, or to be employed in connection with this Agreement shall be in compliance with Kentucky requirements for Workers' Compensation Insurance KRS Chapter 342 and Unemployment Insurance KRS Chapter 341.
29. By execution of this Agreement, the *District* is agreeing that the scope of this Agreement shall be in compliance with all applicable Federal, State and local laws, regulations and mandates. Compliance as described herein includes, but not exclusively, environmental regulations such as: Section 306 of the Clean Air Act (42 U.S.C. 1857(h)); Section 508 of the Clean Water Act (33 U.S.C. 1368); Executive Order 11738; and Environmental Protection Agency regulations (40 CFR Part 15).
30. To the extent applicable to this agreement, the *District* shall comply with the Buy America requirements (as specified in 23 U.S.C. 313 and 23 CFR 635.410) if the utility work uses any amount of Federal Aid Highway Program (FAHP) funding. The *District* is not required to change its existing standards for materials as long as the Buy America requirements are met. Buy America requirements take precedence over regulations pertaining to the accommodation or relocation of the *District's* facilities (as specified in 23 CFR 645) on contracts or agreements involving FAHP funding and over regulations which allow the *District* to furnish materials from District stock (as specified in 23 CFR 645.117(e)). District stock

materials that do not meet Buy America requirements may not be permanently incorporated into an FAHP funded project. The *District* must provide a definitive statement that all products, permanently incorporated into the project are covered under the Buy America requirements. This requirement is fulfilled via proper signature and submission of the statement of charges form. In some circumstances, a waiver of the Buy America requirements may be granted by the Federal Highway Administration, to be determined on a project-by-project basis. If the accommodation or relocation of the *District's* facilities uses only State or local funding, the Buy America requirements do not apply.

31. The Commonwealth of Kentucky and the Cabinet are prohibited from contracting with firms that utilize the services of illegal immigrants in the performance of a contract of goods, services or construction purposes and the performance of a contract with the Commonwealth. By execution of this Agreement, the *District* agrees not to hire any illegal immigrants itself and to take commercially reasonable measures to ensure that its contractors and their subcontractors not utilize the services of illegal immigrants.
32. The Cabinet may terminate this Agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the Agreement. The Cabinet shall provide the *District* thirty (30) calendar days written notice of termination of the Agreement.

33. The Cabinet reserves the right in its sole discretion to demand that the *District* and all subcontractors immediately cease any portion of, or all further work undertaken within the scope of work of this agreement. Any authorized services performed, materials used or installed to the satisfaction of the Cabinet before the demand to cease any or all further work shall be paid in accordance with the terms of the section entitled "Responsibilities of the KYTC". The Cabinet shall thereafter authorize the *District* in writing to undertake only minimal, reasonable and necessary additional work or services and acquire, expend, use or install only minimal, reasonable and necessary additional materials to reestablish the original use and function of their facility.
34. The *District* affirms that it is properly authorized under the laws of the Commonwealth of Kentucky to conduct business in this state and will remain in good standing to do business in the Commonwealth of Kentucky for the duration of any contract awarded. The *District* shall maintain certification of authority to conduct business in the Commonwealth of Kentucky during the term of this Agreement. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.
35. This Agreement shall be governed by and shall be construed in accordance with the laws of the Commonwealth of Kentucky. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be

construed as if such invalid, illegal, or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause completion of the transactions contemplated herein to be unreasonable.

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AGREEMENT EXECUTION

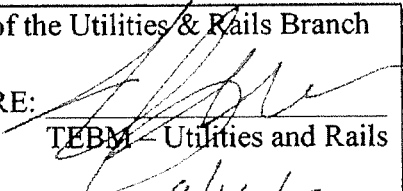
By the execution of this Agreement, the Parties warrant that they have fully read this Agreement, and agree to the terms and conditions. The *District* warrants that the existing water distribution facilities identified have been verified, said facilities must be relocated due to the referenced Cabinet project, and the relocation of said facilities are reimbursable as defined in KRS 177.035. The Cabinet warrants that all reimbursable costs invoiced will be paid as defined herein.

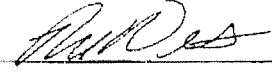
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers.

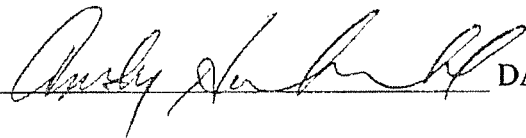
This the 15 day of August 2012.

**COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET APPROVALS**

Approval of the Division of Right of Way and Utilities
SIGNATURE: <u></u>
Keith McDonald, Division Director

Approval of the Utilities & Rails Branch
SIGNATURE: <u></u>
TEBM - Utilities and Rails
DATE: <u>8/15/12</u>

Approved Form and Legality
SIGNATURE: <u></u>
RICHARD H. DETERS
DATE: <u>7-31-12</u>
Office of Legal Services

APPROVAL OF BRACKEN COUNTY WATER DISTRICT	
SIGNATURE: <u></u>	DATE: <u>8-7-2012</u>
TITLE: <u>Chair</u>	



Steven L. Beshear
Governor

Commonwealth of Kentucky
Finance and Administration Cabinet
OFFICE OF THE SECRETARY
Room 383, Capitol Annex
702 Capital Avenue
Frankfort, KY 40601 3462
(502) 564-4240
Fax (502) 564 6785

Lori H. Flanery
Secretary

SECRETARY'S ORDER 11-004

FINANCE AND ADMINISTRATION CABINET

Vendor Document Disclosure

WHEREAS, in order to promote accountability and transparency in governmental operations, the Finance and Administration Cabinet believes that a formal review process should be created whereby the Finance and Administration Cabinet would provide oversight and direction to an agency of the Commonwealth that is in a dispute with a vendor regarding documents that it believes are being improperly withheld by the vendor and are necessary to conduct a thorough review of the vendor's activities pursuant to said contract; and

WHEREAS, KRS 42.014 and KRS 12.270 authorizes the Secretary of the Finance and Administration Cabinet to establish the internal organization and assignment of functions which are not established by statute relating to the Finance and Administration Cabinet; further, KRS Chapter 45A.050 and 45A.230 authorizes the Secretary of the Finance and Administration Cabinet to procure, manage and control all supplies and services that are procured by the Commonwealth and to intervene in controversies among vendors and state agencies; and

NOW, THEREFORE, pursuant to the authority vested in me by KRS 42.014, KRS 12.270, KRS 45A.050, 45A.230, and 200 KAR 5:314, I, Lori H. Flanery, Secretary of the Finance and Administration Cabinet, do hereby order and direct the following:

- I. Upon the filing of a Petition for Determination with the Finance and Administration Cabinet by an agency of the Commonwealth, the Finance and Administration Cabinet ("FAC") shall formally review any dispute arising where the agency has requested documents from a vendor that holds a state contract and the vendor has refused access to said documents under a claim that said documents are not directly pertinent or relevant to the agency's inquiry upon which the document request was predicated.
- II. Upon the filing of a Petition for Determination from an agency of the Commonwealth, the FAC shall formally review any situation where the agency has requested documents that the agency deems necessary to conduct audits,

investigations or any other formal inquiry and a dispute has arisen as to what documents are necessary to conclude the inquiry.

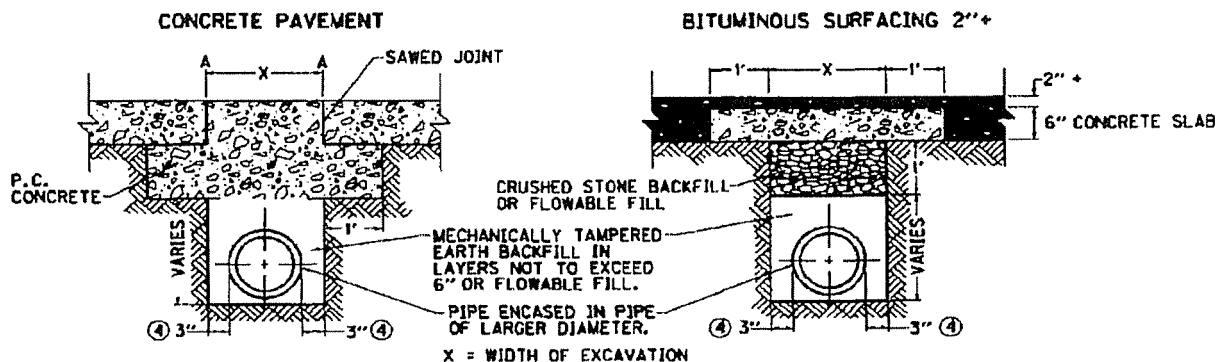
- III. Upon the filing of a Petition for Determination by an agency of the Commonwealth pursuant to Section I or Section II, the FAC shall consider the request from the Executive Branch agency and the position of the vendor or party opposing the disclosure of the documents, applying any and all relevant law to the facts and circumstances of the matter in controversy. After FAC's review is complete, FAC shall issue a Determination which sets out FAC's position as to what documents and/or records, if any, should be disclosed to the requesting agency. The Determination shall be issued within 30 days of receipt of the request from the agency. This time period may be extended for good cause.
- IV. If the Determination concludes that documents are being wrongfully withheld by the vendor or other party opposing the disclosure from the state agency, the private vendor shall immediately comply with the FAC's Determination. Should the vendor or other party refuse to comply with FAC's Determination, then the FAC, in concert with the requesting agency, shall pursue any and all options that it possesses to obtain the documents in question, including, but not limited to the following:
 - a. Initiating discussions with the vendor to obtain the documents determined to be necessary for the inquiry;
 - b., Terminating the vendor's contract; or
 - c. Filing an action jointly or singularly against the vendor in a court of appropriate jurisdiction to obtain a court order mandating the disclosure of the documents determined to be necessary for the inquiry.
- V. Any provisions of any prior Order that conflicts with the provisions of this Order shall be deemed null and void.

THIS ORDER SHALL BECOME EFFECTIVE UPON EXECUTION.

COMMONWEALTH OF KENTUCKY
 TRANSPORTATION CABINET
 DEPARTMENT OF HIGHWAYS
 DIVISION OF TRAFFIC
 TYPICAL HIGHWAY BORING CROSSING DETAIL

TC 99.13
 REV 2/95

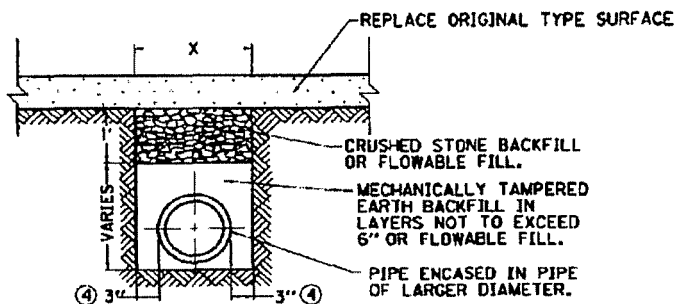
SURFACE RESTORATION METHODS



REPLACE CONCRETE PAVEMENT WITH NEW PAVEMENT SAME THICKNESS OF EXISTING PAVEMENT.

REPAVE BITUMINOUS PAVEMENT WITH THE SAME TYPE AND DEPTH AS EXISTING PAVEMENT.


BITUMINOUS SURFACE LESS THAN 2" AND TRAFFIC BOUND MACADAM



NOTE:

1. DISTANCE FROM POINTS "A" (CONCRETE PAVEMENT) TO NEAREST JOINT OR BREAK IN PAVEMENT MUST BE SIX (6) FEET OR MORE. IF LESS THAN SIX (6) FEET, REMOVE PAVEMENT TO JOINT OR BREAK AND REPLACE ENTIRE SLAB.
2. CONCRETE SLAB UNDER BITUMINOUS SURFACE TO EXTEND TWELVE (12) INCHES ON EACH SIDE OF TRENCH.
3. AN APPROVED JOINT SEALER TO BE APPLIED BETWEEN NEW AND EXISTING PAVEMENT.
- ④ 3" MIN. EACH SIDE OF PIPE WITH USE OF FLOWABLE FILL.

ATTACHMENT A

	Water/Wastewater	Project: BCWD
	Transportation	Date: 7/11/2012
	Engineers	Engineer: JR
	Environmental	Page:

Estimated Additional Project Costs To Avoid KY 1159 Realignment

Item	Quantity	Unit	Unit Price	Total
8" Water Line	186	L.F.	\$15	\$2,790
14" Road Bore	170	L.F.	\$120	\$20,400
Relocate Meters (Same Side)	6	EA.	\$800	\$4,800
Concrete Replacement	200	L.F.	\$25	\$5,000
Additional Engineering	1	LS	\$2,500	\$2,500
Total Estimated Additional Cost				\$35,490

Notes:

- (1) Estimate does not include the following:
 - Relocating existing pump station that will need to be relocated as part of the highway project.
 - Staking out R/W or construction limits.
 - Negotiating with property owners about easements.
- (2) Cost includes relocating meter out of proposed R/W.
- (3) Unit prices provided by Tilton Excavating.



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov
August 15, 2012

HMB Professional Engineers, Inc.

AUG 15 2012

JDR
CAS
JFG

Mr. Michael Brothers
Bracken Co Water District
P. O. Box 201
Brooksville, KY 41004

RE: KY 1159 Waterline Upgrade
Bracken Co Water District
AI # 33805, APE20120002
PWSID # 0120039-12-002
Bracken County, KY

Dear Mr. Brothers:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 2500 linear feet of 8 inch PVC waterline. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Daniel Kulik at 502-564-8158 x4828.

Sincerely,

Mark Rasche, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

MR:DK

Enclosures

C: HMB Professional Engineers, Inc. (Jeff Reynolds)
Bracken County Health Department
Division of Plumbing

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

Page 1 of 7

GACT0000000024 (KY 1159 Upgrade) 2500 linear feet of 8 inch PVC:

Monitoring Requirements:

Condition No.	Parameter	Condition
M-1	Coliform	The presence or absence of total Coliform monitored by sampling and analysis as needed shall be determined for the new or relocated water line(s). Take samples at connection points to existing lines, at 1 mile intervals, and at dead ends without omitting any branch of the new or relocated water line. Sample bottles shall be clearly identified as "special" construction tests. [401 KAR 8:100 Section 1(7), 401 KAR 8:150 Section 4, Recommended Standards for Water Works 8.5.6] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.

Submittal/Action Requirements:

Coliform:

Condition No.	Condition
S-1	Coliform For new construction projects, the distribution system, using the most expedient method, shall submit Coliform test results to the Cabinet: Due immediately following disinfection and flushing. [401 KAR 8:150 Section 4(2)]

Condition No.	Condition
S-2	For proposed changes to the approved plan, submit information: Due prior to any modification to the Cabinet for approval. Changes to the approved plan shall not be implemented without the prior written approval of the Cabinet. [401 KAR 8:100 Section 1(8)]
S-3	The person who presented the plans shall submit the professional engineer's certification: Due when construction is complete to the Division of Water. The certification shall be signed by a registered professional engineer and state that the water project has been constructed and tested in accordance with the approved plans, specifications, and requirements. [401 KAR 8:100 Section 1(8)]

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

Page 2 of 7

GACT000000024 (continued):

Narrative Requirements:

Additional Limitations:

Condition

No. Condition

T-1 Additional Limitations:
Chlorinated water resulting from disinfection of project components shall be disposed in a manner which will not violate 401 KAR 5:031 [401 KAR 8:020 Section 2(20)]

Condition

No. Condition

T-2 This project has been permitted under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Issuance of this permit does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies. Further, this permit does not address the authority of the permittee to provide service to the area to be served. [401 KAR 8:100 Section 1(7)]

T-3 Unless construction of this project is begun within 2 year from the issuance date of this permit, the permit shall expire. If this permit expires, the original plans and specifications may be resubmitted for a new comprehensive review. If you have any questions concerning this project, please contact the Water Infrastructure Branch at 502/564-3410. [401 KAR 8:100 Section 1(9)]

T-4 Final approval of facility. Upon completion of construction, the person who presented the plans shall certify in writing that the project has been completed in accordance with the "approved" plans and specifications. The public water supply shall operate the facility consistent with the approved plans and specifications. Any proposed change to the approved plan shall be submitted to the cabinet for approval. The public water supply shall not implement any change to the approved plan without the prior written approval of the cabinet. [401 KAR 8:100 Section 401 KAR 8:100(1)(8)]

T-5 During construction, a set of approved plans and specification shall be available at the job site at all times. All work shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 1(7)(a)]

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

Page 3 of 7

PORT0000000025 (Water Line) 2500 linear feet of 8 inch PVC:

Limitation Requirements:

Condition No.	Parameter	Condition
L-1	Depth	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a Depth ≥ 6 in below the bottom of the pipe. [Recommended Standards for Water Works 8.5.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-2	Depth	All water lines shall be covered to a Depth ≥ 30 in to prevent freezing. [Recommended Standards for Water Works 8.5.3, 401 KAR 8:100 Section 1(7)] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.
L-3	Diameter	All new and existing water lines serving fire hydrants or where fire protection is provided shall have Diameter ≥ 6 in. [Recommended Standards for Water Works 8.1.2] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.
L-4	Distance	Water lines shall have a sufficient quantity of valves so that inconvenience and sanitary hazards will be minimized during repairs. A valve spacing Distance ≤ 1.0 mi should be utilized. [Recommended Standards for Water Works 8.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-5	Distance	Hydrant drains shall not be connected to sanitary sewers or storm drains and shall be located a Distance > 10 ft from sanitary sewers and storm drains. [Recommended Standards for Water Works 8.3.4] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.
L-6	Distance	Except when not practical, water lines shall be laid a horizontal Distance ≥ 10 ft from any existing or proposed sewer. The distance shall be measured edge to edge. In cases where it is not practical to maintain a 10 foot separation, water lines may be installed closer to a sewer provided that the water lines shall be laid in a separate trench or on an undisturbed shelf located on one side of the sewer at such an elevation that the bottom of the water line is at least 18 inches above the top of the sewer. [Recommended Standards for Water Works 8.6.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

Page 4 of 7

PORT000000025 (continued):

Limitation Requirements:

Condition No.	Parameter	Condition
L-7	Distance	<p>When water lines and sewers cross,</p> <ol style="list-style-type: none">1) water lines shall be laid such that eithera) the top of the water line is a vertical Distance ≥ 18 in below the bottom of the sewer line orb) the bottom of the water line is a vertical Distance ≥ 18 in above the top of the sewer line.2) the full length of the water pipe shall be located so that both joints of the water pipe will be as far from the sewer as possible. <p>and</p> <ol style="list-style-type: none">3) special structural support for the water and sewer pipes may be required. [Recommended Standards for Water Works 8.6.3] <p>This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.</p>
L-8	Distance	<p>The open end of an air relief pipe from automatic valves shall be extended a Distance ≥ 1.0 ft above grade and provided with a screened, downward-facing elbow. The pipe from a manually operated valve shall be extended to the top of the pit. Use of manual air relief valves is recommended wherever possible. [Recommended Standards for Water Works 8.4.2] This requirement is applicable during the following months: All Year. Statistical basis: Not applicable.</p>
L-9	Pressure	<p>Pipes shall not be installed unless all points of the distribution system remain designed for ground level Pressure ≥ 20 psi under all conditions of flow. [Recommended Standards for Water Works 8.1.1] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.</p>
L-10	Pressure	<p>Pressure ≥ 30 psi must be available on the discharge side of all meters. [401 KAR 8:100 Section 4(2)] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.</p>
L-11	Residual Disinfection	<p>New or relocated water lines shall be thoroughly disinfected (in accordance with AWWA Standard C651) upon completion of construction and before being placed into service. To disinfect the new or relocated lines use chlorine or chlorine compounds in such amounts as to produce an initial disinfectant concentration of at least 50 ppm and a Residual Disinfection ≥ 25 ppm at the end of 24 hours. Follow the line disinfection with thorough flushing and place the lines into service if, and only if, Coliform monitoring applicable to the line does not show the presence of Coliform.</p> <p>If Coliform is detected, repeat flushing of the line and Coliform monitoring. If Coliform is still detected, repeat disinfection and flushing as if the line has never been disinfected. Continue the described process until monitoring does not show the presence of Coliform. [401 KAR 8:150 Section 4(1), Recommended Standards for Water Works 8.5.6] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.</p>

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

Page 5 of 7

PORT0000000025 (continued):

Limitation Requirements:

Condition No.	Parameter	Condition
L-12	Velocity	Each blow-off or fire hydrant shall be sized so that Velocity \geq 2.5 ft/sec can be achieved in the water main served by the blow-off or hydrant during flushing. [Recommended Standards for Water Works 8.1.6.b, 401 KAR 8:100 Section 1(7)] This requirement is applicable during the following months: All Year. Statistical basis: Minimum.

Monitoring Requirements:

Condition No.	Parameter	Condition
M-1	leaks	The presence or absence of leaks monitored by physical testing as needed shall be determined in all types of installed pipe. Pressure testing and leakage testing shall be in accordance with the latest edition of AWWA Standard C600. [Recommended Standards for Water Works 8.5.5] This requirement is applicable during the following months: All Year. Statistical basis: Instantaneous determination.

Narrative Requirements:

Asbestos (Friable):

Condition No.	Condition
T-1	Asbestos (Friable): If the existing water line to be tapped is asbestos concrete, then the contractor shall conform to OSHA regulations governing the handling of hazardous waste during the process of tapping the asbestos concrete line. Pieces of asbestos concrete resulting from the tap shall be double bagged, placed in a rigid container and disposed of in an approved landfill. [401 KAR 8:100 Section 1(7)]

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.. APE20120002

Page 6 of 7

PORT0000000025 (continued):

Narrative Requirements:

Additional Limitations:

Condition No.	Condition
T-2	<p>Additional Limitations: Water line installation shall be in accordance with AWWA standards or manufacturer recommendations. [Recommended Standards for Water Works 8.5.1]</p>
T-3	<p>Additional Limitations: Pipes, fittings, valves and fire hydrants shall conform to the latest standards issued by the AWWA or NSF (if such standards exist). PVC and PE piping used must be certified to ANSI/NSF Standard 61. [Recommended Standards for Water Works 8.0.1]</p>
T-4	<p>Additional Limitations: At high points in water lines, where air can accumulate, provisions shall be made to remove the air by means of hydrants or air relief valves. Automatic air relief valves shall not be used in situations where manhole or chamber flooding may occur. [Recommended Standards for Water Works 8.4.1]</p>
T-5	<p>Additional Limitations: All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.5.4]</p>
T-6	<p>Additional Limitations: A fire hydrant or blow-off shall be required at the end of each dead end line. [Recommended Standards for Water Works 8.1.6]</p>
T-7	<p>Additional Limitations: For each fire hydrant, auxiliary valves shall be installed in the hydrant lead pipe. [Recommended Standards for Water Works 8.3.3]</p>
T-8	<p>Additional Limitations: No flushing device, blow-off, or air relief valve shall be directly connected to any sewer. Chambers, pits or manholes containing valves, blow-offs, meters, or other such appurtenances shall not be directly connected to any storm drain or sanitary sewer. Such chambers, pits or manholes shall be drained to absorptions pits underground or to the surface of the ground where they are not subject to flooding by surface water. [Recommended Standards for Water Works 8.1.6, Recommended Standards for Water Works 8.4.3]</p>
T-9	<p>Additional Limitations: If water lines are installed or replaced in areas of organic contamination or in areas within 200 ft of underground or petroleum storage tanks, ductile iron or other nonpermeable materials shall be used in all portions of the water line installation or replacement. [401 KAR 8:100 Section 1(5)(d)6, Recommended Standards for Water Works 8.0.2]</p>

Distribution-Water Line Extension

Bracken Co Water District
Facility Requirements

Activity ID No.: APE20120002

PORT0000000025 (continued):

Narrative Requirements:

Additional Limitations:

Condition	No.	Condition
T-10	Additional Limitations:	No water pipe shall pass through or come in contact with any part of a sewer manhole. [Recommended Standards for Water Works 8.6.6]
T-11	Additional Limitations:	If a fire sprinkler system is to be installed, a double check detector assembly approved for backflow prevention shall be utilized. The double check detector assembly of the system shall be accessible for testing. [401 KAR 8:100 Section 1(7)]

CONTRACT CHANGE ORDER

ORDER NO. 5

DATE

STATE Kentucky

CONTRACT FOR Short Roads Water Project

COUNTY Bracken

OWNER Bracken County Water District

To Tilton Excavating

(Contractor)

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

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
KY 1159 Water Line Upgrade (See Attached)		\$115,350.00
TOTALS		\$115,350.00
NET CHANGE IN CONTRACT PRICE	\$	\$ 115,350.00

JUSTIFICATION:

The Original amount of the Contract is: Seven hundred thirty nine thousand two hundred fifty 00 100 Dollars (\$ 739,250.00).

The amount of the current Contract including previous Change Order is: Seven hundred sixty two thousand one hundred thirty 00 100 Dollars (\$ 762,130.00).

The amount of the Contract will be **Increased** by this Change Order the sum of one hundred fifteen thousand three hundred fifty 00 100 Dollars (\$ 115,350.00).

The Contract Total including this and previous Change Orders will be eight hundred seventy seven thousand four hundred eighty 00 100 Dollars (\$ 877,480.00).

The Contract period provided for completion will be increased: 30 Days

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

Requested Candy Stahl
(Owner)

8-15-12
(Date)

Recommended [Signature]
(Owner's Architect Engineer)

8/15/12
(Date)

Accepted Wayne Tilton
(Contractor)

8/15/12
(Date)

Approved By _____
(Name and Title)

(Date)

This information will be used as a record of any changes to the original construction contract

**CHANGE ORDER #4
KY 1159 Upgrade**

Item	Quantity	Unit	Unit Price	Total
8" Water Line	2,300	L.F.	\$18	\$41,400
8" Wet Tap w/valve	2	EA.	\$4,000	\$8,000
14" Road Bore	257	L.F.	\$125	\$32,125
8" Gate Valve	4	EA.	\$1,200	\$4,800
3" Gate Valve	1	EA.	\$500	\$500
Connection to Exist. 3" Water Line	1	EA.	\$1,500	\$1,500
Reconnect Customer Service (Same Side)	3	EA.	\$400	\$1,200
Relocate Existing Meter	6	EA.	\$800	\$4,800
Additional Service Line	150	L.F.	\$3.50	\$525
Install Fire Hydrant at End of Existing Line	2	EA.	\$4,000	\$8,000
Fire Hydrant	1	L.F.	\$3,000	\$3,000
Conc. Replacement	150	L.F.	\$50	\$7,500
Crushed Stone	400	L.F.	\$5	\$2,000
Total Estimated Construction Cost				\$115,350