



C. MARK BLANKENSHIP

ATTORNEY-AT-LAW

309 North 4th Street
Murray, Kentucky 42071
(270) 759-3954 Phone · (270) 759-3955 Fax
email: blanklaw@murray-ky.net

September 14, 2006

Ms. Beth O'Donnell
Executive Director
Public Service Commission
211 Sower Blvd.
P.O. Box 615
Frankfort, KY 40602-0615

RECEIVED

SEP 22 2006

PUBLIC SERVICE
COMMISSION

RE: Flint & West Fork Road Project No. WX21035012

Dear Ms. O'Donnell:

Case No. 2006-00420

I represent the Dexter-Almo Heights Water District.

The following information is given pursuant to the filing requirements checklist of your website.

- 1. The full name and post office address of the applicant and the reference to the particular provision of law requiring Commission approval is as follows:

Dexter-Almo Heights Water District, P.O. Box 55, Almo, KY 42020, 270-753-9101, a water district organized pursuant to KRS Chapter 74...applicable statutes KRS 278.020(1): administrative regulation 807 KAR 5: 001, Section 9(3).

- 2. The original and ten copies of the application with an additional copy for each party named therein as an interested party:

Ten copies of this application are attached.

- 3. If applicant is a corporation, a certified copy of the Articles of Incorporation and all amendments thereto or if the Articles were filed with the PSC in a prior proceeding, a reference to the style and case number of the prior proceeding:

The Dexter-Almo Heights Water District is a de jure water district, situated wholly in Calloway County, Kentucky, and exists by virtue of a judgment and order of the Calloway County Fiscal Court. The project number for this extension is WX21035012. The sales and use tax permit for Dexter-Almo Heights Water District is account number 121369. A copy of the original preliminary report for the Dexter-Almo Heights Water District of Calloway County, Kentucky dated August 6, 1963 was filed in your Case No. 2005-00456

4. The facts relied upon to show that the proposed new construction is or will be required by public convenience or necessity:

The Coles Campground Road extension project is an area where currently there is no water service or water lines available. In addition, there are no other water districts that can provide water lines at these locations. A copy of the Coles Campground water main extension preliminary engineering report dated June, 2006 is attached hereto as Exhibit "A" and incorporated herein by reference.

5. Copies of franchises or permits, if any, from the property public authority for the proposed new construction or extension, if not previously filed with the Commission:

See Exhibit "B" attached hereto, Kentucky Water Project Profile and Exhibit "C" letter from the Governor's Office for Local Development. Also see documentation filed in your Case No. 2005-00456. Refer to your Case No. 2005-00456 for previously filed documentation

6. A full description of the proposed location, route, or routes of the new construction or extension, including a description of the manner in which same will be constructed, and also the names of all public utilities, corporations, or persons with whom the proposed new construction or extension is likely to compete.

See Exhibit "D" Project Specifications dated July 31, 2006, also see Exhibit "A", preliminary engineering report dated June 2006 prepared by Susan Oatman, professional engineer, 133 Pine Creek Drive, Paducah, KY 42001. In addition, there are no other water districts in these areas with whom the water district will be competing.

7. Three (3) maps to suitable scale (preferably not more than two (2) miles per inch) showing the location or route of the proposed new construction or extension, as well as the location to scale of any like facilities owned by others located anywhere within the map area with adequate identification as to the ownership of such other facilities.

See attached Exhibits "E" and "F" with the proposed project indicated.

8. The manner, in detail, in which it is proposed to finance the new construction or extension.

Dexter-Almo Heights Water District will finance the proposed project with grants in the amount of \$92,000 and \$41,462 from Kentucky Infrastructure Authority and a loan of \$89,075 from a local bank, The Murray Bank of Calloway County, Kentucky. The district plans a goal of paying it in full within two (2) years. The note will be a line of credit with a maturity date of fifteen years. The water district does not intend to increase its' rates for water service and believes the debt can be properly serviced through existing rates with new customers. See Exhibit "G", Estimated Project Costs, Exhibit "H", Grant Assistance Agreement and Exhibit "I", letter from KIA regarding Grant award attached hereto

9. An estimated cost of operation after the proposed facilities are completed.

The district does not anticipate any additional cost of operation after the proposed facilities are completed. The cost of operation as reflected in the financial statement of the water district dated December 31, 2005 is attached hereto as Exhibit "J". The district plans to payoff the current debt reflected on this financial statement within two (2) years.

10. Engineering plans, specifications, plats and report for the proposed construction.

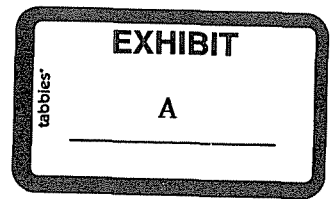
See Exhibits "D" and "A".

Sincerely,



C. Mark Blankenship

CMB/jkf



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COMMISSION

**COLES CAMPGROUND WATER MAIN EXTENSION
DEXTER-ALMO WATER DISTRICT
ALMO, KENTUCKY**

PRELIMINARY ENGINEERING REPORT

JUNE 2006

TABLE OF CONTENTS

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- II. Existing System
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- IV. Recommended Improvements
- V. Cost Estimate
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I. Introduction

The Dexter-Almo Water District currently serves approximately 644 customers in the Dexter-Almo area of Calloway County. Citizens outside the frame of the current service area have reported a low quality of well water and have petitioned the Dexter-Almo Water District to extend their services. One of the lowest quality of well water that has been reported is along Coles Campground Road. Therefore, the focus of this report is on the Coles Campground area.

II. The Existing System

The Dexter-Almo Water District purchases water from the City of Murray and is served from the city's US Highway 641 N elevated storage tank.

The existing system terminates on Coles Campground Road in the area of White Eagle Subdivision. There is an 8 inch AC pipe on the north side of Coles Campground Road just west of the intersection of White Eagle Drive.

III. Current Needs

There have been many requests for the Dexter-Almo Water District to extend their existing system and provide additional services. The area of Coles Campground Road seems to be in more need of a good domestic water system as there have been numerous reports of poor water quality and quantity in that area. The Dexter-Almo Water District has therefore deemed it necessary to extend an 8 inch water main along Coles Campground Road.

This extension will immediately add approximately 50 customers to the system.

The Dexter-Almo Water District is in the process of seeking easements to construct portions of the water main on private property. They are also seeking approval from the Kentucky Transportation Cabinet to construct portions on the right-of-way. So there would be no requirement for property acquisition.

IV. Recommended Improvements

Based on the current needs for clean drinking water in the area of Coles Campground Road, and since the Dexter-Almo Water District has facilities in the area, it is recommended that the Water District extend a 8 inch PVC water main approximately 2,700 linear feet to the west along Coles Campground Road from Brinn Road west to the Mallory Drive Subdivision. The size of the water main should be reduced as required as demand decreases. Approximately 1,600 lf of 4 inch main should be extended into the Mallory Drive Subdivision. It is also recommended that 4,000 lf of 8 inch water main be extended south along Brinn Road in order to make future interconnection to the City of Murray system. This future interconnection would provide a redundant source of water.

V. Cost Estimate

Estimated project costs are as follows:

a. Administration*	\$500
b. Legal fees*	\$2,000
c. Land, appraisals, easements, row*	\$1,000
d. Relocation expenses*	\$0
e. Planning*	\$0
f. Environmental review*	\$0
g. Engineering fees	
Preliminary*	\$1000
Design*	\$8872.68
Construction*	\$3802.57
Inspection*	\$0
Total Engineering fees*	\$13,675.25
h. Construction costs	
For Water Projects	
Source*	\$0
Treatment*	\$0
Distribution*	\$147,000
Storage*	\$0
Water Total*	\$147,000
i. Equipment*	\$0
j. Contingency*	\$16,899.75
k. Interim Financing*	\$0

1. Other*

Total Estimated Project Costs \$181,075

Total Estimated Funding from 424 form \$133,462

Estimated Project Revenue:

LOCAL FUNDING COMMITMENTS:**Fund Source Amount(\$) 47,613

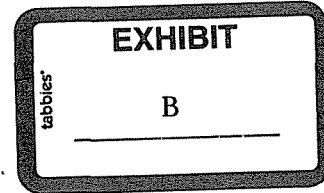
The projected annual revenue from the project totals \$ 12,600 (50 new customers x \$21/mo x 12). Therefore, if a low interest loan is necessary to obtain the additional \$47,613, the additional revenue will adequately service the debt.

VI. Project Schedule

Task Date

Environmental Review	July 27, 2006
DOW approval of Plans and Specifications	August 18, 2006
Bid Advertising	August 3, 2006
Bid Opening	August 24, 2006
PSC Approval	
Construction Contract Award	September 1, 2006
Construction State	
Initiation of Operation	September 11, 2006
Construction Completion	November 11, 2006
Project Closeout	December 11, 2006

KENTUCKY WATER PROJECT PROFILE



Areas indicated with (*) are required fields.

1.* Project Title (use title which will be identifiable by local community):

COLES CAMPGROUND ROAD EXTENSION AND ADDITIONAL INTERCONNECTION WITH MURRAY

2.* Project Description:

Provide a brief narrative denoting if project relates to source, distribution, treatment, storage

THIS PROJECT WILL EXTEND A WATERLINE DOWN COLES CAMPGROUND ROAD EAST AND WEST OF THE INTERSECTION WITH BRINN ROAD. IN ADDITION, IT WILL EXTEND WATERLINE DOWN BRINN ROAD TO INTERCONNECT WITH THE MURRAY WATER SYSTEM TO SUPPLEMENT DEXTER-ALMO WATER DISTRICT'S CURRENT WATER SUPPLY. DEXTER-ALMO WATER DISTRICT CURRENTLY BUYS WATER FROM MURRAY VIA ONE INTERCONNECTION. THIS PROJECT WILL PREVENT A LOSS OF WATER SERVICE IN THE CASE OF A MAIN BREAK NEAR THE CURRENT INTERCONNECTION. ALSO, THIS EXTENSION WILL BOOST PRESSURE AND INCREASE FLOW TO PARTS OF THE SYSTEM THAT ARE WEST OF US-641.

* Project Descriptor: WATERLINE EXTENSION; INTERCONNECTION

* WRIS Project Number (PNUM): WX21035012

This number is assigned by an ADD through the respective Area Water Management Planning Council once the project profile is submitted to the Council. This number ties each project to mapped/spatial information in the Water Resource Information System (WRIS) profiles without this number AND the required corresponding mapped/spatial information will NOT be accepted.

* Project County: Calloway

* Is it a multi-county project: Yes No

* Project Submitted By: Purchase

* Select the PWSID# from the list below:

Available:

- 0010082
- 0010702
- 0020386
- 0020956
- 0030007
- 0030239
- 0030660
- 0040015
- 0040020

Includes >

< Remove

Selected:

- 0180102

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COMMISSION

3. Legal Applicant

* Legal Applicant: DEXTER-ALMO HEIGHTS WATER DISTRICT

Water Utility which will own proposed improvements: _____
(If different from Legal Applicant)

* Organizational Structure: Water District

Authorized Official Information

* First Name: CHARLES * Last Name: HOKE M.I.:

* Title: CHAIRMAN

* Street Address Line 1: 351 ALMO ROAD

Street Address Line 2: _____

* P.O. Box: _____

* City: ALMO * State: KY * Zip: 42020

* County: CALLOWAY

* Telephone: 270-753-9101 Ext:

Fax: 270-759-0199

Email: _____

Contact Person Information

* First Name: KATHY * Last Name: WYATT M.I.:

* Title: _____

* Street Address Line 1: 351 ALMO ROAD

Street Address Line 2: _____

* P.O. Box: _____

* City: ALMO * State: KY * Zip: 42020

* County: CALLOWAY

* Telephone: 270-753-9101 Ext:

Fax: 270-759-0199

Email: _____

Project Administrator Information

* First Name: KATHY * Last Name: WYATT M.I.:

Title: _____

Street Address Line 1: 351 ALMO ROAD

Street Address Line 2: _____

P.O. Box: _____

City: ALMO State: KY Zip: 42020

County:

* Telephone: Ext:

Fax:

Email:

Consulting Engineer Information

* First Name: * Last Name: M.I.:

Firm:

Street Address Line 1:

Street Address Line 2:

P.O. Box:

City: State: Zip:

County:

* Telephone: Ext:

Fax:

Email:

4.* Project Type (atleast one required/check all that apply):

- Planning
- Design
- Construction
- Management

5. Project Alternatives: Please list a minimum of three:

- a.*
- b.*
- c.*

6. Special Impact(s) of Proposed Water Project:

- a.* New service/improve service to unserved underserved household;
- b. Number of new jobs: Number of retained jobs:
- c. Other beneficial technical, managerial, fiscal impacts: (20 words or less)



d.* Does proposed activity relate to public health protection emergency: Yes No

e.* Does project involve regionalization: Yes No

f. Number of systems affected/involved:

7.* **Median Household Income of Service Area:**

\$

8.* **Project Start Schedule:**

Years 0-2 Years 3-10 Years 11-20

9. **Estimated Funding Sources:**

* Estimated Local Funding Amount \$

* Estimated Other Funding Amount (all sources) \$

Total Estimated Project Cost \$

10. **Project Data - Water (complete all items which apply to your project)**

a.* Is project related to source protection? Yes No

Drinking Water Facilities

b.* Is project related to source? Yes No

Number of new surface/spring sources Total MGD

Number of new wells Total MGD

Elimination of Public Water Systems through Mergers

Number of systems serving 500 or fewer population

Number of systems serving 501-3,000 population

Number of systems serving 3,001-10,000 population

Number of systems serving 10,001 or greater population

Interconnections

Number of water treatment plants eliminated

Number of supplemental potable water supply

Number of emergency backup potable water supply

Source Water Quantity and Quality

Number of existing raw water sources replaced

Number of existing raw water sources supplemented

Briefly describe why the above items apply to your project:

DEXTER-ALMO WATER DISTRICT CURRENTLY BUYS WATER FROM MURRAY THRU ONE INTERCONNECTION. THIS ADDITIONAL INTERCONNECTION WILL PREVENT AN INTERRUPTION OF SERVICE FROM A MAIN BREAK OR OTHER DISASTER NEAR THE CURRENT INTERCONNECTION.

c.*

Is project related to water treatment? Yes No

d.* Is project related to distribution (Extension/Rehab)? Yes No

Check all that apply to your project

Extension Water Tank

Rehab/Improvement Pump Station

Proposed project involves construction of line

Total linear feet of new line

Line Size (in inches) 2 3 4 6 8 10 greater than 1

Material Ductile Iron PVC PE Other

Project activity improves pressure, as a result of

Replacement of total linear feet of inadequately sized lines

total gallons of increased storage due to additional demand

Leaks, Breaks, or restrictive flows due to age

Project activity improves water quality by providing:

Adequate turnover of water

Proper maintenance of disinfection residual

Replacement of total linear feet of lead, copper, asbestos-cement lines

Briefly describe why the above items apply to your project:

[Empty text box for project description]

e. Management (describe)

[Empty text box for management description]

f. Other (describe)

PRESSURE AND FLOW WILL BE INCREASED IN PARTS OF THE WATER SYSTEM THAT ARE WEST OF US-641.

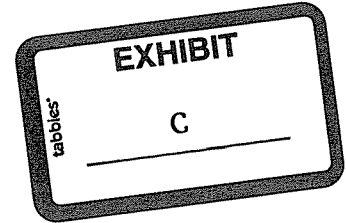
g.* Date Project was approved by the Area Water Management Planning Council:



ERNIE FLETCHER
GOVERNOR

GOVERNOR'S OFFICE FOR LOCAL DEVELOPMENT
OFFICE OF THE GOVERNOR
1024 CAPITAL CENTER DRIVE, SUITE 340
FRANKFORT, KENTUCKY 40601-8204
PHONE (502) 573-2382 FAX (502) 573-2939
TOLL FREE (800) 346-5606
www.kentucky.gov

STEVE ROBERTSON
COMMISSIONER



July 31, 2006

MS. KATHY.WYATT
351 ALMO ROAD
ALMO, KY 42020

RE: DEXTER-ALMO WD-COLES CAMPGROUND ROAD EXTENSION AND
ADDITIONAL INTERCONNECTION WITH MURRAY

SAI# KY20060627-0934

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SEP 22 2006

Dear Ms. Wyatt:

PUBLIC SERVICE
COMMISSION

The Kentucky State Clearinghouse, which has been officially designated as the Commonwealth's Single Point of Contact (SPOC) pursuant to Presidential Executive Order 12372, has completed its evaluation of your proposal. The clearinghouse review of this proposal indicates there are no identifiable conflicts with any state or local plan, goal, or objective. Therefore, the State Clearinghouse recommends this project be approved for assistance by the cognizant federal agency.

Although the primary function of the State Single Point of Contact is to coordinate the state and local evaluation of your proposal, the Kentucky State Clearinghouse also utilizes this process to apprise the applicant of statutory and regulatory requirements or other types of information which could prove to be useful in the event the project is approved for assistance. Information of this nature, if any, concerning this particular proposal will be attached to this correspondence.

You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

This letter signifies only that the project has been processed through the State Single Point of Contact. It is neither a commitment of funds from this agency or any other state or federal agency.

The results of this review are valid for one year from the date of this letter.

Continuation or renewal applications must be submitted to the State Clearinghouse annually. An application not submitted to the funding agency, or not approved within one year after completion of this review, must be re-submitted to receive a valid intergovernmental review.

If you have any questions regarding this letter, please feel free to contact my office at 502-573-2382.

Sincerely,

A handwritten signature in black ink that reads "Lee Nalley". The signature is written in a cursive style with a large initial "L" and a long, sweeping tail on the "y".

Lee Nalley
Kentucky State Clearinghouse

Attachments

Cc: Purchase ADD
KIA

The Health and Family Services has made the following advisory comment pertaining to State Application Identifier Number KY200606270934

This project does not impact CHFS.

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY200606270934

Thomas (D1), Allen:

Any proposed access or encroachment of a State maintained road right of way should be coordinated at the earliest possible stage with:

Denny Alvey, P.E.
Permits Engineer
Kentucky Department of Highways
5501 Kentucky Dam Road
P. O. Box 3010
Paducah, Kentucky 42002-3010
Telephone (270) 898-2431
Fax: (270) 898-7457

The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY200606270934

PW RATES DO NOT APPLY

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY200606270934

The project will have no effect on any property listed in or eligible for listing in the National Register of Historic Places. Further, an archaeological survey will not be necessary. Therefore, we have no objection to the project.

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY200606270934

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: water lines and appurtenances. Prior approval must be obtained from the DOW before construction can begin. The applicant must cite the State Application Identifier (SAI #KY200606270934) when submitting plans and specifications.

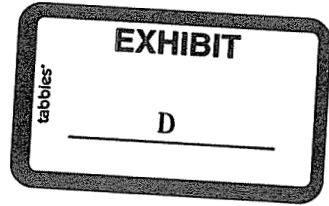
This project is consistent with the Calloway County Water Management Plan. It is approved for water management planning. It is approved for water withdrawal by the Water Quantity Management Section of DOW. From the application data, DOW ascertains that the proposed project is not located in a floodplain area. Therefore, a floodplain construction permit is not required for this project.

The proposed project consists of extending a waterline down Coles Campground Road East and West of the intersection with Brinn Road. In addition, it will extend a waterline down Brinn Road to interconnect with the Murray water system to supplement Dexter-Almo Water District's current water supply. Dexter-Almo Water District currently buys water from Murray via one interconnection. This project will prevent a loss of water service in the case of a main break near the current interconnection. Also, this extension will boost pressure and increase flow to parts of the system that are West of US-641. Completion of this project will provide improved water service to 615 households as well as provide new water service to 25 households. There is no new demand associated with this project, so capacity is not an issue. However, final plans and specifications are subject to review by the Division of Water, based on sanitary features of the design.

If the construction area disturbed is equal to or greater than 1 acre, the applicant will need to apply for a Kentucky Pollutant Discharge Elimination System (KPDES) storm water discharge permit.

Utility line projects that cross a stream will require a Section 404 permit from the US Army Corps of Engineers and a 401 Water Quality Certification from DOW.

This review was based upon the information that was provided by the applicant through the Clearinghouse for this project. An endorsement of this project does not satisfy, or imply, the acceptance or issuance of any permits, certifications or approvals that may be required from this agency under Kentucky Revised Statutes or Kentucky Administrative Regulations. Such endorsement means this agency has found no major concerns from the review of the proposed project as presented other than those stated as conditions or comments.



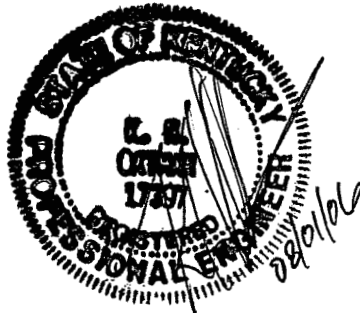
PROJECT SPECIFICATIONS

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COMMISSION

COLES CAMPGROUND ROAD ROAD WATER MAIN PROJECT



Dexter-Almo Heights Water District
Almo, Kentucky

July 31, 2006

INDEX TO PROJECT MANUAL

FRONT END DOCUMENTS

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Form of Proposal	Pages 1 thru 10
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DIVISION 1 – GENERAL REQUIREMENTS

Section 01028	Change Order Procedures	Pages 1 thru 1
Section 01039	Coordination and Meetings	Pages 1 thru 3
Section 01100	Summary	Page 1
Section 01300	Submittals	Pages 1 thru 4
Section 01370	Schedule of Values	Pages 1 thru 1
Section 01400	Quality Control	Pages 1 thru 2
Section 01500	Temporary Facilities and Controls	Pages 1 thru 4
Section 01600	Materials And Equipment	Pages 1 thru 3
Section 01700	Contract Closeout	Pages 1 thru 3
Section 01740	Warranties And Bonds	Pages 1 thru 2

DIVISION 2 – SITE WORK

Section 02225	Trenching	Pages 1 thru 5
Section 02790	Water Distribution Systems	Pages 1 thru 7

Plans and Specifications may be obtained from the Dexter-Almo Heights Water District, 351 Almo Road, Almo Kentucky, 42020, upon receipt of a check in accordance with the charge schedule below. All checks shall be payable to Dexter-Almo Heights Water District. **(HOURS TO OBTAIN PLANS AND SPECIFICATIONS ARE 8:00 A.M. TO 11:30 A.M. - MONDAY THROUGH THURSDAY.)**

Questions about obtaining plans and specifications may be directed to Kathy Wyatt, Project Administrator, Dexter-Almo Heights Water District at (270) 753-9101.

CONTRACT DOCUMENT FEE

The nonrefundable fee of \$25.00 will provide the contractor with one (1) set of Specifications, all addenda, and bidding documents.

9. BID SUBMITTAL

Contractors must submit their bid in a sealed envelope and the envelope must contain the following information on the outside lower left-hand corner, viz.:

SEALED BID: COLES CAMPGROUND ROAD WATER MAIN PROJECT

BID OPENING DATE: AUGUST 24, 2006, AT 4:00 PM CENTRAL PREVAILING TIME.

Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

10. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

11. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Dexter-Almo Heights Water District is committed to increasing the participation of minority business enterprises on construction projects, and encourages the use of minority subcontractors and material suppliers. For assistance in identifying minority vendors and subcontractors, the contractors may contact the Kentucky Office of Minority Business Enterprises, 2329 Capital Plaza Tower, Frankfort, Kentucky 40601, Telephone no. (502) 564-2064 and Louisville Minority Business Development Center, 611 W. Main Street, Louisville Kentucky 40202.

12. RIGHT TO REJECT

**FORM OF PROPOSAL
FOR
FLINT ROAD/WEST FORK ROAD WATER MAIN EXTENSION
DEXTER-ALMO HEIGHTS WATER DISTRICT
CALLOWAY COUNTY, KENTUCKY**

This Form of Proposal consisting of Page FP - 1 through FP - 10, shall be used in submitting a proposal for work. Copies will be furnished upon request by the authority issuing the Invitation to Bid.

THIS PROPOSAL SUBMITTED BY _____

(Name and Address of Bidder)
DATE: _____ TELEPHONE _____

BIDDER'S FEDERAL IDENTIFICATION NUMBER _____

**TO: DEXTER-ALMO HEIGHTS WATER DISTRICT
351 ALMO ROAD
ALMO, KY 42020**

GENTLEMEN:

This bidder, in compliance with your requirements and having carefully examined the complete contract documents including the Drawings and the Specification for the work as prepared by Kim Oatman, 133 Pine Creek Drive, Paducah, KY 42001; hereby proposes to furnish all labor, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated Lump Sum Bid Amount and Unit Prices.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

(IF NONE HAVE BEEN ISSUED AND RECEIVED, INSERT THE WORD, **NONE**.)

UNIT PRICES - IF OWNER CHOOSES TO ADD WORK ABOVE THE CONTRACT

The unit prices below shall include all labor, materials, supplies, services, trenching, bedding and backfilling required to install and make fully operational the following items:

1.	4-inch PVC Water Main	\$ _____	/lf
2.	6-inch PVC Water Main	\$ _____	/lf
3.	8-inch PVC Water Main	\$ _____	/lf
4.	8x8x8-inch MJ DI Tee	\$ _____	/ea
5.	8x8x6-inch MJ DI Tee	\$ _____	/ea
6.	8x8x4-inch MJ DI Tee	\$ _____	/ea
7.	6x6x6-inch MJ DI Tee	\$ _____	/ea
8.	6x6x4-inch MJ DI Tee	\$ _____	/ea
9.	4x4x4-inch MJ DI Tee	\$ _____	/ea
10.	4-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
11.	6-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
12.	8-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
13.	4-inch MJ Gate Valve & Box	\$ _____	/ea
14.	6-inch MJ Gate Valve & Box	\$ _____	/ea
15.	8-inch MJ Gate Valve & Box	\$ _____	/ea
16.	8x6-inch DI Reducer	\$ _____	/ea
17.	6x4-inch DI Reducer	\$ _____	/ea
18.	3-inch Flushing Hydrant and Valve	\$ _____	/ea
19.	8-inch Flushing Hydrant and Valve	\$ _____	/ea
20.	4-inch DI Plug	\$ _____	/ea
21.	6-inch DI Plug	\$ _____	/ea
22.	8-inch DI Plug	\$ _____	/ea
23.	Boring under road with 10-inch steel casing	\$ _____	/lf
24.	Boring under road with 12-inch steel casing	\$ _____	/lf
25.	Boring under road with no casing	\$ _____	/lf
26.	Boring under gravel drive, asphalt drive	\$ _____	/lf
27.	Setting of meter assembly - short (no bore)	\$ _____	/ea
28.	Setting of meter assembly - long (bore under road)	\$ _____	/ea

*Note all unit price are only for work added above the contract

SIGNED BY: _____

FIRM NAME: (Typed) _____

ADDRESS: _____

NOTE: The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Page FP-4 must be properly executed for the LUMP SUM BID to be valid.

BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the owner to be submitted as set forth herewith:

1. This firm is a Corp. _____, Partnership _____, or Proprietorship _____.
2. A permanent place of business is maintained at:

STREET	CITY	STATE	ZIP CODE
--------	------	-------	----------

 TELEPHONE NUMBER

3. The following construction plant and equipment will be made available for the use on this contract:

4. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

5. Experience of Contractor on other similar work (Minimum of 5 years required):

_____	_____
_____	_____
_____	_____
_____	_____

6. We now have the following jobs under contract and bonded:

JOB	TOTAL CONTRACT	PERCENT COMPLETED
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

AFF I D A V I T

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by Dexter-Almo Heights Water District.
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of Kentucky

County of _____

Subscribed and sworn to before me by _____ on this _____

day of _____, _____.

My commission expires _____

Notary Public, State at Large

LIST OF PROPOSED SUBCONTRACTORS
(Must Be Submitted With Bid)

The following list of proposed subcontractors is required by the OWNER to be completely executed and submitted with each bidder's proposal. All subcontractors are subject to the approval of Dexter-Almo Heights Water District, Almo, Kentucky. If certain branches of the work are to be done by the Prime Contractor, so state. Failure to submit this list completely filled out may cause a rejection of the bidder's proposal.

BRANCH OF WORK

NAME OF SUBCONTRACTORS

1. Trenching, Earthwork, Excavating
2. Landscaping
- 3.

AGREEMENT BETWEEN
DEXTER-ALMO HEIGHTS WATER DISTRICT
AND CONTRACTOR

THIS AGREEMENT, made the ____ day of _____, 2006 by and between _____ (“Contractor”), and the DEXTER-ALMO HEIGHTS WATER DISTRICT, (“Owner”), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

The Contractor shall furnish all of the materials and perform all the Work described in the Specifications and/or shown on the Drawings entitled: **Coles Campground Road Water Main Project** which Specifications and/or Drawings are incorporated in and made a part thereof.

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Notice to Proceed from the Owner. Substantial Completion of the Work shall be seventy-five (75) calendar days after the issuance of the Notice to Proceed with Final Completion one-hundred and five (105) calendar days after the issuance of the Notice to Proceed.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the Dexter-Almo Heights Water District, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one hundred dollars (\$100) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of fifty dollars (\$50) for every day after the date for final completion until construction is in fact finally complete. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

ARTICLE No. 8 CONTRACT ADJUSTMENTS:

The Owner, without invalidating this Agreement may make adjustments to the Work as provided by KRS 45A.200 (1), and may order extra Work or make changes by altering, adding to or deducting from the Work. All such Work shall be executed and paid for in accordance with the Kentucky Infrastructure Requirements.

ARTICLE No. 9 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work. Contractor further agrees that it shall employ methods and means to minimize interference or interruption of any business or resident along the route of this project and that all disrupted properties, driveways, yards, fences, fields, etc... will be restored to pre-construction conditions.

ARTICLE No. 10 OWNER'S RIGHT TO TERMINATE CONTRACT:

This contract may be terminated for the convenience of the Water District or for default by the Contractor.

IN WITNESS WHEREOF this Agreement is executed in three (3) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS:

CONTRACTOR: _____

BY: _____

printed name

TITLE: _____

OWNER : Dexter-Almo Heights Water District

By: _____

printed name

SPECIAL CONDITIONS

1. SCOPE

These Conditions shall apply to all Contract Documents.

2. GENERAL

- A. These Specifications and Drawings accompanying the Bid describe the work to be done and the materials to be furnished for the Coles Campground Road Water Main Project, in the Dexter/Almo Heights Water District, Kentucky.
- B. Site Visit: Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination has been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized. Contact person: Kim H. Oatman (contact through Water District).
- C. It is contemplated that Contracts will be awarded as soon as possible after submission of bids. After award, submit materials lists for approval. Upon approval, place orders for primary materials so that no delay will be caused by failure to have these materials at job site on schedule.
- D. All work shall be performed in such a manner so as not to interfere with normal routines of the property owners within construction limits any more than necessary. Consult with the Engineer or Owner if problems should arise with property owners during construction.

3. DIVISION OF SPECIFICATIONS

Division of Specifications into sections is done for convenience of reference and is not intended to control Contractor in dividing work among Subcontractors or to limit scope of work performed by any trade under any given section. The General Contractor shall have full responsibility for the complete construction of this project and hereinafter throughout the specifications shall be called the Contractor.

8. TEMPORARY FIELD OFFICE

The Contractor will not be required to provide and maintain a temporary field office at the site during the construction of the project.

9. TEMPORARY SIGNS

Signs of advertisement: Not to be displayed without approval.

10. CONFLICTS

If there is any conflict between the Specifications, the Drawings, the Specifications shall govern.

11. INTERPRETATIONS

Contractor is hereby put on notice that it is in his contractual obligation to adjust differences between his subcontractors. Attempts to have Dexter-Almo Heights Water District settle disputes between Contractor and Subcontractors will not be given consideration.

12. CHANGE ORDERS

Change orders, which may be issued subsequent to Contract Documents, are subject to written approval by the Dexter-Almo Heights Water District.

13. BARRICADES

The Contractor and all Subcontractors shall be required to comply strictly with all codes, provisions and regulations with respect to the erection and maintenance of all necessary barricades, lights, etc.

14. ACCESS TO SITE

The entrance to the construction site for all contractors shall be by means approved by the Dexter-Almo Heights Water District. The Contractor shall be responsible for any and all damage to the entire satisfaction of the Engineer.

15. WORKER'S PARKING

Parking shall be provided for all workers on this project by the Owner. Parking facilities shall be designated by the Owner. Workers shall not park on properties that have not been designated and approved by the Owner.

21. CERTIFICATES

- A. Plumbing: When applicable, the Contractor shall furnish the Owner with a Certificate of inspection and approval from the Commonwealth of Kentucky. The Contractor SHALL be responsible for arranging for necessary permit from State.
- B. Electrical: When applicable, the Contractor shall arrange for electrical inspection upon final completion of the Work of this Contract.

22. RESTROOM FACILITIES

Contractor shall provide adequate restroom facilities as required.

23. BUILDER'S RISK INSURANCE

Builders Risk Insurance will be required on this project.

24. LAYOUT OF WORK

The Contractor shall use existing, established and permanent benchmarks to which easy access may be had during the progress of the work, and to layout the facilities. The Contractor shall be responsible for all lines, levels and measurement of all work executed under this contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from the failure to do so. The Contractor shall be prepared to guarantee to each of the Subcontractors the dimensions which they may require for the layout of their work.

25. SHOP DRAWING

Each and every shop drawing or setting drawing submitted to the owner for review shall bear a stamp of certification over the Contractor's signature indicated that the drawings being submitted have been thoroughly pre-checked and approved by the Contractor. Drawings which do not bear such certification will be returned for pre-checking in accordance with this requirement. Any delay in securing final review of such drawings shall be judged as the fault of the Contractor.

26. HAZARDOUS MATERIALS

- A. In the event the Contractor encounters material reasonably believed to be asbestos, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Engineer and the Owner. The work in the affected area shall not thereafter be resumed, if in fact, the material is asbestos, until it has been rendered harmless. Removal and disposal of any hazardous waste shall be done at the Contractor's expense.

SECTION 01028
CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

- A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in the Change Orders signed by the Owner and the Contractor.

1.02 PROCESSING CHANGE ORDERS

- A. Change orders will be numbered in sequence and dated. The change order will describe the changes, changes in the Contract Sum, changes in the Contract Time of Completion and will be signed by the Owner and the Contractor. Request for estimates for possible changes are not to be considered Change Orders or direction to proceed with the proposed changes.
- B. Change orders will be written using AIA Document G.701.

END OF SECTION

1.05 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: General Contractor and primary subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Confirm submission of executed bonds and insurance certificates.
 - 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract close-out procedures.
 - 6. Scheduling.
 - 7. Security and housekeeping
 - 8. Use of easements and properties
 - 9. Temporary utilities
 - 10. Procedures for testing.
 - 11. Procedures for maintaining record documents.
 - 12. Requirements for activating system.
 - 13. Inspection and acceptance of work and properties during and after construction period.

1.06 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within days to Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.

SECTION 01100
SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Project consists of waterline extension along Coles Campground Road.

1. Project Location: Dexter-Almo, Kentucky.
2. Owner: Dexter-Almo Heights Water District

B. Engineer Identification: All references to the term "Architect" shall be understood to mean design professional in which this project is "Engineer". The Contract Documents, dated July 23, 2006, were prepared for Project by the Engineer, Kim Oatman, 133 Pine Creek Drive, Paducah, Kentucky.

C. The Work of the Base Bid consists of:

1. All necessary labor, tools, equipment and materials required to complete construction of 2,630 linear feet of 8 inch PVC, 1,995 linear feet of 6 inch PVC and 1,475 linear feet of 4 inch PVC water main extension and all related Work as shown on the drawings along Coles Campground Road, Mallory Court, and North 16th (Brinn Rd).

END OF SECTION

- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to owner at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Provide space for owner review sign off.
- H. Revise and resubmit submittals as required and identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Owner for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent of previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References
- C. Field samples
- D. Inspection and testing laboratory services
- E. Manufacturer's field services and reports

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturer's Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 DEFINITIONS – NOT REQUIRED

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of Project, Engineering, testing, and inspecting agencies and personnel of authorities having jurisdiction.
- B. Water Service: Water shall be provided at the sole expense of the Contractor. Owner shall not incur use charges for Contractor's water usage.
- C. Electric Power Service: Electric power shall be provided by the Contractor. Owner shall not incur any use charges for the Contractor's electric usage.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

- C. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling.
- C. Storage and protection.
- D. Product Options
- E. Substitutions

1.2 RELATED SECTION

- A. Section 01400 – Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for use.
- B. Do not use materials and equipment removed from existing premises except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.7 SUBSTITUTIONS

- A. Request for substitutions must be submitted in writing no less than 5 working days prior to date bids are due.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide same warranty for the Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work, which may be required for the work to be complete with no additional cost to the Owner.
 - 4. Waives claims for additional costs or time extension, which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with approval by Authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or Product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for Consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results at testing to the proposed product equivalence.
 - 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean operating equipment.
- E. Remove waste, surplus materials, rubbish and construction materials from site. Contractor will remove all waste from site within 48 hours of being declared waste or requested by Owner.

1.04 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section, description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.

G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
 2. Power quality test results (including any required grounding tests).
 3. Certificates.
 4. Photocopies of warranties and bonds.
- H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection with Owner's comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised within ten days after final inspection.

1.07 WARRANTIES

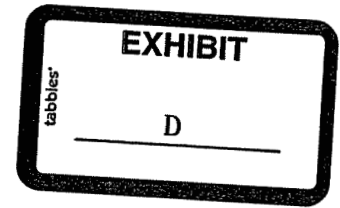
- A. Provide notarized copies.
- B. Execute and assemble documents for subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to and place in location as directed. Obtain receipt prior to final payment.

PART 2- PRODUCTS - NOT USED

END OF SECTION



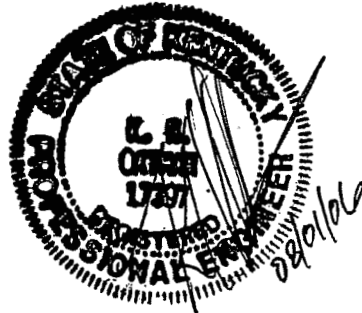
PROJECT SPECIFICATIONS

RECEIVED

SEP 22 2006

PUBLIC SERVICE
COMMISSION

COLES CAMPGROUND ROAD ROAD WATER MAIN PROJECT



Dexter-Almo Heights Water District
Almo, Kentucky

July 31, 2006

INDEX TO PROJECT MANUAL

FRONT END DOCUMENTS

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DIVISION 2 – SITE WORK

Section 02225	Trenching	Pages 1 thru 5
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ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Dexter-Almo Heights Water District, 351 Almo Road, Almo, Kentucky 42020, in the manner and on the date hereinafter specified for the Coles Campground Road Water Main Project as set forth in the specifications and as shown on the drawings prepared by and approved by Kim Oatman, P.E. under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

Project consists of the construction of 2,630 lf of 8-inch PVC, 1,995 lf of 6-inch PVC and 1,475 lf of 4-inch PVC water main and all related work along Coles Campground Road and North 16th (Brinn) Road.

3. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Unit Price Amount for the total project. All phases of the work shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted only on the Form of Proposal supplied by the Owner. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. METHOD OF AWARD

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

5. SCHEDULE OF PROJECT

Substantial completion, 75 calendar days from issuance of a written work order.

Final completion, 30 calendar days after the date of substantial completion.

6. BONDING

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder. All bonding and insurance requirements shall be in accordance with AIA requirements.

7. PLANS AND SPECIFICATIONS REVIEW

Specifications, Plans, and Contract Documents may be examined at the following places:

1. Dexter-Almo Heights Water District, 351 Almo Road, Almo, Kentucky 42020

8. OBTAINING PLANS AND SPECIFICATIONS

Plans and Specifications may be obtained from the Dexter-Almo Heights Water District, 351 Almo Road, Almo Kentucky, 42020, upon receipt of a check in accordance with the charge schedule below. All checks shall be payable to Dexter-Almo Heights Water District. **(HOURS TO OBTAIN PLANS AND SPECIFICATIONS ARE 8:00 A.M. TO 11:30 A.M. - MONDAY THROUGH THURSDAY.)**

Questions about obtaining plans and specifications may be directed to Kathy Wyatt, Project Administrator, Dexter-Almo Heights Water District at (270) 753-9101.

CONTRACT DOCUMENT FEE

The nonrefundable fee of \$25.00 will provide the contractor with one (1) set of Specifications, all addenda, and bidding documents.

9. BID SUBMITTAL

Contractors must submit their bid in a sealed envelope and the envelope must contain the following information on the outside lower left-hand corner, viz.:

SEALED BID: COLES CAMPGROUND ROAD WATER MAIN PROJECT

BID OPENING DATE: AUGUST 24, 2006, AT 4:00 PM CENTRAL PREVAILING TIME.

Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

10. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

11. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Dexter-Almo Heights Water District is committed to increasing the participation of minority business enterprises on construction projects, and encourages the use of minority subcontractors and material suppliers. For assistance in identifying minority vendors and subcontractors, the contractors may contact the Kentucky Office of Minority Business Enterprises, 2329 Capital Plaza Tower, Frankfort, Kentucky 40601, Telephone no. (502) 564-2064 and Louisville Minority Business Development Center, 611 W. Main Street, Louisville Kentucky 40202.

12. RIGHT TO REJECT

Dexter-Almo Heights Water District reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the Owner may be served.

13. GENERAL INFORMATION

- A. The Listing of major subcontractors, unit prices, and material lists are to be submitted with the bid.
- B. Only those Prime Contractors who have obtained Plans and Bid Documents directly from Dexter-Almo Heights Water District will be eligible to submit a bid for this project.
- C. A prime bidder is to have a responsible authorized representative at the bid opening for post bid review of the apparent low bid that follows immediately after the opening and reading of the bids. Failure to comply with this requirement may be cause for rejection of bid.

14. PRE-BID CONFERENCE

A pre-bid conference will be held on August 14, 2006 @ 4:00 p.m. prevailing central time, at the Dexter-Almo Heights Water District, 351 Almo Road, Almo, KY 42020. Decisions and clarification's discussed at this meeting will be incorporated into the bid documents by an addendum issued no later than five (5) calendar days prior to bidding.

**FORM OF PROPOSAL
FOR
FLINT ROAD/WEST FORK ROAD WATER MAIN EXTENSION
DEXTER-ALMO HEIGHTS WATER DISTRICT
CALLOWAY COUNTY, KENTUCKY**

This Form of Proposal consisting of Page FP - 1 through FP - 10, shall be used in submitting a proposal for work. Copies will be furnished upon request by the authority issuing the Invitation to Bid.

THIS PROPOSAL SUBMITTED BY _____

(Name and Address of Bidder)
DATE: _____ TELEPHONE _____

BIDDER'S FEDERAL IDENTIFICATION NUMBER _____

**TO: DEXTER-ALMO HEIGHTS WATER DISTRICT
351 ALMO ROAD
ALMO, KY 42020**

GENTLEMEN:

This bidder, in compliance with your requirements and having carefully examined the complete contract documents including the Drawings and the Specification for the work as prepared by Kim Oatman, 133 Pine Creek Drive, Paducah, KY 42001; hereby proposes to furnish all labor, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated Lump Sum Bid Amount and Unit Prices.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

(IF NONE HAVE BEEN ISSUED AND RECEIVED, INSERT THE WORD, NONE.)

**FORM OF PROPOSAL
FOR
COLES CAMPGROUND ROAD WATER MAIN PROJECT
DEXTER-ALMO HEIGHTS WATER DISTRICT
CALLOWAY COUNTY, KENTUCKY**

UNIT PRICE BASE BID:

The bidder agrees to furnish all labor, materials, supplies and services required to construct 2,630 lf of 8-inch PVC, 1,995 lf of 6-inch PVC and 1,475 lf of 4-inch PVC Water Main System known as the Coles Campground Road Water Main Project and all related work and accessories for the Dexter-Almo Heights Water District in accordance with the Specifications and Contract Documents (sheets 1 through 6) and duly issued Addenda for the UNIT PRICE BASE BID set forth below:

2,630 lf of 8 inch x _____ DOLLARS PER LF = _____ DOLLARS
Bidder's Unit Price Bid Amount (use figures)

1,995 lf of 6 inch x _____ DOLLARS PER LF = _____ DOLLARS
Bidder's Unit Price Bid Amount (use figures)

1,475 lf of 4 inch x _____ DOLLARS PER LF = _____ DOLLARS
Bidder's Unit Price Bid Amount (use figures)

Total Bid \$ _____ DOLLARS

Note: Bids will be evaluated on the lowest unit price. Contractor's payment will be based on the actual linear footage of water main system installed times the above established unit price.

ALTERNATE BIDS

NONE

UNIT PRICES - IF OWNER CHOOSES TO ADD WORK ABOVE THE CONTRACT

The unit prices below shall include all labor, materials, supplies, services, trenching, bedding and backfilling required to install and make fully operational the following items:

1.	4-inch PVC Water Main	\$ _____	/lf
2.	6-inch PVC Water Main	\$ _____	/lf
3.	8-inch PVC Water Main	\$ _____	/lf
4.	8x8x8-inch MJ DI Tee	\$ _____	/ea
5.	8x8x6-inch MJ DI Tee	\$ _____	/ea
6.	8x8x4-inch MJ DI Tee	\$ _____	/ea
7.	6x6x6-inch MJ DI Tee	\$ _____	/ea
8.	6x6x4-inch MJ DI Tee	\$ _____	/ea
9.	4x4x4-inch MJ DI Tee	\$ _____	/ea
10.	4-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
11.	6-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
12.	8-inch MJ DI Fitting (90, 45, 22.5, 11.25)	\$ _____	/ea
13.	4-inch MJ Gate Valve & Box	\$ _____	/ea
14.	6-inch MJ Gate Valve & Box	\$ _____	/ea
15.	8-inch MJ Gate Valve & Box	\$ _____	/ea
16.	8x6-inch DI Reducer	\$ _____	/ea
17.	6x4-inch DI Reducer	\$ _____	/ea
18.	3-inch Flushing Hydrant and Valve	\$ _____	/ea
19.	8-inch Flushing Hydrant and Valve	\$ _____	/ea
20.	4-inch DI Plug	\$ _____	/ea
21.	6-inch DI Plug	\$ _____	/ea
22.	8-inch DI Plug	\$ _____	/ea
23.	Boring under road with 10-inch steel casing	\$ _____	/lf
24.	Boring under road with 12-inch steel casing	\$ _____	/lf
25.	Boring under road with no casing	\$ _____	/lf
26.	Boring under gravel drive, asphalt drive	\$ _____	/lf
27.	Setting of meter assembly - short (no bore)	\$ _____	/ea
28.	Setting of meter assembly - long (bore under road)	\$ _____	/ea

*Note all unit price are only for work added above the contract

SIGNED BY: _____

FIRM NAME: (Typed) _____

ADDRESS: _____

NOTE: The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Page FP-4 must be properly executed for the LUMP SUM BID to be valid.

**FORM OF PROPOSAL
AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND
NON-CONFLICT OF INTEREST**

I, HEREBY CERTIFY:

1. That I am the Bidder (if the Bidder is an individual), a Partner in the Bidder (if the Bidder is a Partnership), or an officer or employee of the Bidding Corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the submitted bid or bids covering this Bid have been arrived at by the Bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other Contractor, Vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, as prohibited by provision KRS 45 A.325;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or Agents to any person not an employee or Agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the Contract with Dexter-Almo Heights Water District, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390 and 45A.340 and 45A.455;
5. This offer is for _____ () calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Dexter-Almo Heights Water District of any or all items bid above, a Contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal, including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful Bidder.
8. That the Bidder, if awarded a Contract, will not be in violation of the Executive Branch Code of Ethics established by KRS 11A.001 through KRS 11A.990.

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

SIGNED BY: _____

TITLE: _____

FIRM: _____

TELEPHONE NO.: _____

ADDRESS: _____

DATE: _____

BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the owner to be submitted as set forth herewith:

1. This firm is a Corp. _____, Partnership _____, or Proprietorship _____.
2. A permanent place of business is maintained at:

STREET	CITY	STATE	ZIP CODE
--------	------	-------	----------

 TELEPHONE NUMBER

3. The following construction plant and equipment will be made available for the use on this contract:

4. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

5. Experience of Contractor on other similar work (Minimum of 5 years required):

_____	_____
_____	_____
_____	_____
_____	_____

6. We now have the following jobs under contract and bonded:

JOB	TOTAL CONTRACT	PERCENT COMPLETED
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

7. FINANCIAL STATEMENT:

Statement of Assets and Liabilities as of _____, _____.

This statement should be prepared by applicant, bookkeeper or accountant may be requested.

ASSETS

LIABILITIES

Cash in Bank,
Cash on Hand:

Notes Payable:
(a) Banks _____
(b) Materialmen _____
(c) Other _____

Accounts Receivable
Including Retention:
(a) Completed Contracts _____
(b) Uncompleted Contracts _____
Other Accounts Receivable:

Accounts Payable
Including Retention:
(a) Subcontractors _____
(b) Materialmen _____
Billing in Excess of Job Costs:

Marketable Securities:

Material in stock not included
in items above:
(a) For Jobs Underway _____
(b) Other _____

Current Debt: (Due in 1 Year)
(a) Equipment _____
(b) Real Estate _____
Income Tax Current _____
Automobiles _____

Subtotal Current Assets
\$ _____

Subtotal Current Liabilities
\$ _____

Notes Receivable:

Cash Value Life Insurance:

Equipment at Book Value:

Real Estate at Book Value:
(a) Business: _____
(b) Homestead: _____
(c) Investment: _____
Automobiles: _____
Furniture and Fixtures: _____

Equipment Debt-Over 1 year:

Real Estate Debt-Over 1 year:

Capital Stock: _____
Surplus and Undivided Profits: _____

Total Assets: _____

Total Liabilities: _____

AFF I D A V I T

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by Dexter-Almo Heights Water District.
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of Kentucky

County of _____

Subscribed and sworn to before me by _____ on this _____

day of _____, _____.

My commission expires _____

Notary Public, State at Large

FORM OF PROPOSAL – SUBMITTAL DATA

In addition to the requirements of this Form of Proposal, the following items must be received:

1. List of Proposed Subcontractors, if applicable.
2. List of Materials and Equipment, if applicable.
3. Bid Guaranty in amount of no less than five percent (5%) of the TOTAL BID AMOUNT.

LIST OF PROPOSED SUBCONTRACTORS
(Must Be Submitted With Bid)

The following list of proposed subcontractors is required by the OWNER to be completely executed and submitted with each bidder's proposal. All subcontractors are subject to the approval of Dexter-Almo Heights Water District, Almo, Kentucky. If certain branches of the work are to be done by the Prime Contractor, so state. Failure to submit this list completely filled out may cause a rejection of the bidder's proposal.

BRANCH OF WORK

NAME OF SUBCONTRACTORS

1. Trenching, Earthwork, Excavating
2. Landscaping
- 3.

LIST OF MATERIAL AND EQUIPMENT

Bidders are hereby advised that this list shall be filled out completely by the apparent low bidder within one (1) hour from the close of the official reading of the bids.

The above requirement does not preclude any bidder from submitting this list, fully executed, at the time the bids are submitted.

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. No material or equipment will be considered which is not equal to that specified.

The use of manufacturer's dealer's name only or stating "as per plans and specifications" will not be considered as sufficient identification.

Failure to submit a proper list may result in rejection of the bidder's proposal.

<u>ITEM</u>	<u>MANUFACTURER MODEL OR TYPE</u>
1. PVC Pipe	_____
2. Gate Valves	_____
3. Flushing Hydrants	_____
4. DI Pipe Fittings	_____

AGREEMENT BETWEEN
DEXTER-ALMO HEIGHTS WATER DISTRICT
AND CONTRACTOR

THIS AGREEMENT, made the ____ day of _____, 2006 by and between _____ (“Contractor”), and the DEXTER-ALMO HEIGHTS WATER DISTRICT, (“Owner”), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

The Contractor shall furnish all of the materials and perform all the Work described in the Specifications and/or shown on the Drawings entitled: **Coles Campground Road Water Main Project** which Specifications and/or Drawings are incorporated in and made a part thereof.

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Notice to Proceed from the Owner. Substantial Completion of the Work shall be seventy-five (75) calendar days after the issuance of the Notice to Proceed with Final Completion one-hundred and five (105) calendar days after the issuance of the Notice to Proceed.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the Dexter-Almo Heights Water District, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one hundred dollars (\$100) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of fifty dollars (\$50) for every day after the date for final completion until construction is in fact finally complete. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

ARTICLE No. 4 THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Contractor as full consideration for the Contractor's satisfactory performance of the Contract obligations for the unit price of _____ Dollars and _____ Cents per linear foot of 8-inch water main system laid (\$ _____ /lf of water main laid) totaling an estimated sum of; _____ Dollars and _____ Cents (\$ _____) for the base bid; and for the unit price of _____ Dollars and _____ Cents per linear foot of 6-inch water main system laid (\$ _____ /lf of water main laid) totaling an estimated sum of; _____ Dollars and _____ Cents (\$ _____) for the base bid; and for the unit price of _____ Dollars and _____ Cents per linear foot of 4-inch water main system laid (\$ _____ lf of water main laid) totaling an estimated sum of; _____ Dollars and _____ Cents (\$ _____) for the alternate bid; all totaling an estimated sum of _____ Dollars and _____ Cents (\$ _____).

ARTICLE No. 5 PROPOSED PAYMENTS:

The Owner shall make periodic partial payments in accordance with the Kentucky Infrastructure Requirements for Work satisfactorily completed and for materials suitably stored at the site of the Work as estimated by the Consultant, less retainage and the aggregate of previous payments.

ARTICLE No. 6 ACCEPTANCE AND FINAL PAYMENT:

Final payment shall be due thirty (30) days after Final Completion of the Work, provided, that all Work has been fully completed in accordance with the Contract Documents as evidenced by a certificate by the Consultant for the project, and acceptance by the Owner.

The Contractor shall submit with the final estimate evidence satisfactory to the Consultant that all payrolls, material bills and other indebtedness connected with the Work have been paid or that provisions for the satisfaction thereof have been made. If, after the Work has been substantially completed, final completion of the Work is delayed through no fault of the Contractor, the Owner may pay to the Contractor from the remaining balance of funds for this Agreement a sum equal to the value of that portion of the Work fully completed and accepted by the Owner as provided in this Agreement.

ARTICLE No. 7 THE CONTRACT DOCUMENTS:

The Contract Documents consist of this Agreement, all Addenda, the Contractor's Form of Proposal, the Special Conditions, the Contractor's Bonds, the Specifications, the Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part hereof by reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following:

Specifications: Advertisement for Bids through 02667-7
Drawings: Cover Sheet through Sheet 6

ARTICLE No. 8 CONTRACT ADJUSTMENTS:

The Owner, without invalidating this Agreement may make adjustments to the Work as provided by KRS 45A.200 (1), and may order extra Work or make changes by altering, adding to or deducting from the Work. All such Work shall be executed and paid for in accordance with the Kentucky Infrastructure Requirements.

ARTICLE No. 9 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work. Contractor further agrees that it shall employ methods and means to minimize interference or interruption of any business or resident along the route of this project and that all disrupted properties, driveways, yards, fences, fields, etc... will be restored to pre-construction conditions.

ARTICLE No. 10 OWNER'S RIGHT TO TERMINATE CONTRACT:

This contract may be terminated for the convenience of the Water District or for default by the Contractor.

IN WITNESS WHEREOF this Agreement is executed in three (3) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS:

CONTRACTOR: _____

BY: _____

printed name

TITLE: _____

OWNER : Dexter-Almo Heights Water District

By: _____

printed name

**FLINT ROAD/WEST FORK ROAD WATER MAIN EXTENSION
DEXTER-ALMO HEIGHTS WATER DISTRICT
DEXTER/ALMO, KY**

INDEX TO SPECIAL CONDITIONS

1. Scope
2. General
3. Division of Specifications
4. Time for Completion
5. Liquidated Damages
6. Conduct of Personnel
7. Storage of Materials
8. Temporary Field Office
9. Temporary Signs
11. Interpretations
10. Conflict
12. Change Orders
13. Barricades
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15. Workman's Parking
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17. Utilities
18. Plan of Operation
19. Codes and Ordinances
20. Definitions
21. Certificates
22. Restroom Facilities
23. Builder's Risk Insurance
24. Layout of Work
25. Shop Drawings
26. Hazardous Materials
27. Payment & Performance Bonds/Insurance Certificates
28. Contractors Qualifications

SPECIAL CONDITIONS

1. SCOPE

These Conditions shall apply to all Contract Documents.

2. GENERAL

- A. These Specifications and Drawings accompanying the Bid describe the work to be done and the materials to be furnished for the Coles Campground Road Water Main Project, in the Dexter/Almo Heights Water District, Kentucky.
- B. Site Visit: Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination has been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized. Contact person: Kim H. Oatman (contact through Water District).
- C. It is contemplated that Contracts will be awarded as soon as possible after submission of bids. After award, submit materials lists for approval. Upon approval, place orders for primary materials so that no delay will be caused by failure to have these materials at job site on schedule.
- D. All work shall be performed in such a manner so as not to interfere with normal routines of the property owners within construction limits any more than necessary. Consult with the Engineer or Owner if problems should arise with property owners during construction.

3. DIVISION OF SPECIFICATIONS

Division of Specifications into sections is done for convenience of reference and is not intended to control Contractor in dividing work among Subcontractors or to limit scope of work performed by any trade under any given section. The General Contractor shall have full responsibility for the complete construction of this project and hereinafter throughout the specifications shall be called the Contractor.

4. TIME FOR COMPLETION

Work under the Contract shall commence on the date the Owner directs the Contractor, by issuance of a work order, to start work under the Contract. The Contractor must begin Work specified by the written Notice to Proceed from the Owner. Substantial Completion of the work shall be within seventy five (75) calendar days of issuance of a Notice to Proceed to the contractor. Final completion shall be within one hundred and five (105) calendar days.

Extensions of Time of the Final Completion Date will be considered for final seeding of the project if Contractor makes written request based on weather conditions.

5. LIQUIDATED DAMAGES

If the Work is not substantially complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one hundred dollars (\$100.00) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of fifty dollars (\$50.00) for every day after the date for final completion until construction is in fact finally complete. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 4 of these Special Conditions. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

6. CONDUCT OF PERSONNEL EMPLOYED ON THIS PROJECT

Construction workers employed on this project are under no circumstances permitted to use or occupy any of the property other than designated easements without definite and written permission by Property Owner and subsequent approval by the Owner. Consumption of alcohol on the job by any worker is strictly prohibited. Any personnel under the influence of alcohol or drugs on the job site at any time will be subject to dismissal by Contractor. Contractor shall post necessary signs and enforce "No Drinking or Drugs" law as outlined in the Kentucky Revised Statutes

7. STORAGE OF MATERIALS

The Contractor shall be responsible for proper, secure and adequate storage of materials within construction limits. Materials stored on-site are considered the Contractor's responsibility and liability until all such materials are properly constructed in place and accepted by the Owner.

8. TEMPORARY FIELD OFFICE

The Contractor will not be required to provide and maintain a temporary field office at the site during the construction of the project.

9. TEMPORARY SIGNS

Signs of advertisement: Not to be displayed without approval.

10. CONFLICTS

If there is any conflict between the Specifications, the Drawings, the Specifications shall govern.

11. INTERPRETATIONS

Contractor is hereby put on notice that it is in his contractual obligation to adjust differences between his subcontractors. Attempts to have Dexter-Almo Heights Water District settle disputes between Contractor and Subcontractors will not be given consideration.

12. CHANGE ORDERS

Change orders, which may be issued subsequent to Contract Documents, are subject to written approval by the Dexter-Almo Heights Water District.

13. BARRICADES

The Contractor and all Subcontractors shall be required to comply strictly with all codes, provisions and regulations with respect to the erection and maintenance of all necessary barricades, lights, etc.

14. ACCESS TO SITE

The entrance to the construction site for all contractors shall be by means approved by the Dexter-Almo Heights Water District. The Contractor shall be responsible for any and all damage to the entire satisfaction of the Engineer.

15. WORKER'S PARKING

Parking shall be provided for all workers on this project by the Owner. Parking facilities shall be designated by the Owner. Workers shall not park on properties that have not been designated and approved by the Owner.

16. EXISTING UTILITIES

- A. Existing utilities where shown on drawings, are located as accurately as possible from available information, however, it shall be the contractor's responsibility to verify exact locations and elevations where required to complete the work without damaging existing utilities or underground piping.
- B. Digging near existing utilities shall be done by hand in order to avoid damage to utilities.

17. TEMPORARY UTILITIES

Electric power for all purposes of the Contractor and Subcontractors shall be provided by the Contractor. It will further be his responsibility to pay all cost involved including cost of power, equipment, meters, and any other item required.

Contractor responsible for extension cords, hoses, etc.

18. PLAN OF OPERATION

Prior to the beginning of construction, the Contractor shall upon request by the Owner, submit a plan of operations he proposes to follow in constructing this project.

19. CODES AND ORDINANCES

- A. All branches of the work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all national codes when same have application.
- B. All Bidders must be qualified, and meet all requirements provided and/or required under any local and/or state statute, code ordinances, or rule governing the performance of the type work for which he submits bid, and be able to submit bid, and be able to submit proof thereof upon request.

20. DEFINITIONS

The following definitions shall apply,

- A. The term "Architect" or "Architect/Engineer" or "Engineer" or "Consultant" or "Chief Engineer" as used throughout the specifications and contract documents means Kim or Susan Oatman or their duly authorized agent.
- B. The term "Owner" means Dexter-Almo Heights Water District, Almo KY.

21. CERTIFICATES

- A. Plumbing: When applicable, the Contractor shall furnish the Owner with a Certificate of inspection and approval from the Commonwealth of Kentucky. The Contractor SHALL be responsible for arranging for necessary permit from State.
- B. Electrical: When applicable, the Contractor shall arrange for electrical inspection upon final completion of the Work of this Contract.

22. RESTROOM FACILITIES

Contractor shall provide adequate restroom facilities as required.

23. BUILDER'S RISK INSURANCE

Builders Risk Insurance will be required on this project.

24. LAYOUT OF WORK

The Contractor shall use existing, established and permanent benchmarks to which easy access may be had during the progress of the work, and to layout the facilities. The Contractor shall be responsible for all lines, levels and measurement of all work executed under this contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from the failure to do so. The Contractor shall be prepared to guarantee to each of the Subcontractors the dimensions which they may require for the layout of their work.

25. SHOP DRAWING

Each and every shop drawing or setting drawing submitted to the owner for review shall bear a stamp of certification over the Contractor's signature indicated that the drawings being submitted have been thoroughly pre-checked and approved by the Contractor. Drawings which do not bear such certification will be returned for pre-checking in accordance with this requirement. Any delay in securing final review of such drawings shall be judged as the fault of the Contractor.

26. HAZARDOUS MATERIALS

- A. In the event the Contractor encounters material reasonably believed to be asbestos, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Engineer and the Owner. The work in the affected area shall not thereafter be resumed, if in fact, the material is asbestos, until it has been rendered harmless. Removal and disposal of any hazardous waste shall be done at the Contractor's expense.

27. PAYMENT & PERFORMANCE BONDS/INSURANCE CERTIFICATES

Payment and Performance Bonds for the full amount of the contract are required on this project. Payment and Performance Bonds and Insurance Certificates are required within one week after bid opening. Failure to meet this deadline may result in the rejection of bid.

28. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have a minimum of 5-years experience on water main and or pipeline Work for Utility Companies in order to be considered a qualified Bidder.

29. CONTRACTOR'S EQUIPMENT

It is very critical that all disturbed properties, including driveways, yards, fences, fields, etc. be returned to original pre-construction conditions. Therefore, contractor's equipment shall be limited to trenching machines and/or small bucket backhoes. Trackhoes and large dozers shall not be permitted.

SECTION 01028
CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

- A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in the Change Orders signed by the Owner and the Contractor.

1.02 PROCESSING CHANGE ORDERS

- A. Change orders will be numbered in sequence and dated. The change order will describe the changes, changes in the Contract Sum, changes in the Contract Time of Completion and will be signed by the Owner and the Contractor. Request for estimates for possible changes are not to be considered Change Orders or direction to proceed with the proposed changes.
- B. Change orders will be written using AIA Document G.701.

END OF SECTION

SECTION 01039
COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Pre-construction conference.
- D. Progress meetings.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that there are no conflicts with the proposed water main system with other utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Coordinate completion and clean up of all Work in preparation for Substantial Completion.

1.04 FIELD ENGINEERING

- A. Provide field engineering services as required. Establish locations and depths of water main utilizing recognized engineering survey practices.
- B. Contractor shall locate all utilities prior to excavation.

1.05 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: General Contractor and primary subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Confirm submission of executed bonds and insurance certificates.
 - 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract close-out procedures.
 - 6. Scheduling.
 - 7. Security and housekeeping
 - 8. Use of easements and properties
 - 9. Temporary utilities
 - 10. Procedures for testing.
 - 11. Procedures for maintaining record documents.
 - 12. Requirements for activating system.
 - 13. Inspection and acceptance of work and properties during and after construction period.

1.06 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within days to Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.

D. Agenda

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01100
SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Project consists of waterline extension along Coles Campground Road.

1. Project Location: Dexter-Almo, Kentucky.
2. Owner: Dexter-Almo Heights Water District

B. Engineer Identification: All references to the term "Architect" shall be understood to mean design professional in which this project is "Engineer". The Contract Documents, dated July 23, 2006, were prepared for Project by the Engineer, Kim Oatman, 133 Pine Creek Drive, Paducah, Kentucky.

C. The Work of the Base Bid consists of:

1. All necessary labor, tools, equipment and materials required to complete construction of 2,630 linear feet of 8 inch PVC, 1,995 linear feet of 6 inch PVC and 1,475 linear feet of 4 inch PVC water main extension and all related Work as shown on the drawings along Coles Campground Road, Mallory Court, and North 16th (Brinn Rd).

END OF SECTION

SECTION 01300 SUBMITTALS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures
- B. Construction progress schedules
- C. Proposed products list
- D. Shop drawings
- E. Product data
- F. Samples
- G. Manufacturers' instructions
- H. Manufacturers' certificates
- I. Construction photographs

1.02 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers; field services and reports.
- B. Section 01700 - Contract Closeout: Contract warranty and manufacturers' certificates closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 Architect/Engineer accepted form.

- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to owner at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Provide space for owner review sign off.
- H. Revise and resubmit submittals as required and identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.

- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those finished by Owner and under Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within one (1) hour from the close of the official reading of the bids, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Submit the number of copies, which the Contractor requires, plus 3 copies, which will be retained by the Engineer and Owner respectively.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section -01700 Contract Closeout.

1.07 PRODUCT DATA

- A. Submit the number of copies, which the Contractor requires, plus 3 copies, which will be retained by the Engineer and Owner respectively.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.08 MANUFACTURERS INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instruction for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Owner for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent of previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

SECTION 01370
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Unless stipulated in the Construction Agreement, provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as defined on AIA form G702.

1.02 SUBMITTALS

- A. Pay applications shall be on AIA form G702. Prior to submitting the first application for payment, submit a proposed schedule of values to the Owner for approval.

1.03 QUALITY ASSURANCE

- A. When so required by the Owner, provide copies of the subcontracts or other data acceptable to the Owner substantiating the sums described.

END OF SECTION

SECTION 01400
QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References
- C. Field samples
- D. Inspection and testing laboratory services
- E. Manufacturer's field services and reports

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturer's Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Owner before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any referenced document.

1.05 FIELD SAMPLES — NOT APPLICABLE

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. The contractor shall obtain and pay for all necessary municipal or state inspections and permits and make such tests as called for by the regulations of such authorized representative of such authorities.

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 DEFINITIONS – NOT REQUIRED

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of Project, Engineering, testing, and inspecting agencies and personnel of authorities having jurisdiction.
- B. Water Service: Water shall be provided at the sole expense of the Contractor. Owner shall not incur use charges for Contractor's water usage.
- C. Electric Power Service: Electric power shall be provided by the Contractor. Owner shall not incur any use charges for the Contractor's electric usage.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- E. Water: Potable.

2.2 EQUIPMENT

- A. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- B. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

- C. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with

appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. **Supervision:** Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. **Maintenance:** Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling.
- C. Storage and protection.
- D. Product Options
- E. Substitutions

1.2 RELATED SECTION

- A. Section 01400 – Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for use.
- B. Do not use materials and equipment removed from existing premises except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage and protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OF OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those Standards or description may be used, provided they are preapproved by the water district.
- B. Products specified by naming one or more manufacturers: No options or substitutions will be allowed.
- C. Products specified by naming one or more manufacturers with a Provision for Substitutions:
Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Request for substitutions must be submitted in writing no less than 5 working days prior to date bids are due.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide same warranty for the Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work, which may be required for the work to be complete with no additional cost to the Owner.
 - 4. Waives claims for additional costs or time extension, which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with approval by Authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or Product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for Consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results at testing to the proposed product equivalence.
 - 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

SECTION 01700
CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Adjusting
- D. Project record documents
- E. Operation and Maintenance data
- F. Warranties
- G. Spare parts and maintenance materials

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Provide submittals and As-Built Drawings to Owner that are required by Government or other authorities.
- C. Submit final Application for Payment identifying total adjusting Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy and operate equipment upon final certification by the State of Kentucky.
- E. Provide Affidavit that all project debts have been paid in full and no liens exist. Exact format for Affidavit to be provided at a later date.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean operating equipment.
- E. Remove waste, surplus materials, rubbish and construction materials from site. Contractor will remove all waste from site within 48 hours of being declared waste or requested by Owner.

1.04 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section, description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.

- E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.
- F. Submit documents to Owner with claim for final Application for Payment

1.06 OPERATION AND MAINTENANCE DATA

- A. Submit three sets prior to final inspection bound in 8-1/2 x 11 inch (216 x 279 mm) text pages, three D side ring capacity expansion binders with durable plastic covers.
- B. Prepare binder covers with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS". title of project, and subject matter of binder when multiple binders are required.
- C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 24-pound white paper.
- E. Part I: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.
- F. Part 2: Operation and maintenance instructions, arranged by system and subdivided. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
 - 1. Significant design criteria.
 - 2. List of equipment.
 - 3. Parts list for each component.
 - 4. Operating instructions.
 - 5. Maintenance instructions for equipment and systems.
 - 6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
2. Power quality test results (including any required grounding tests).
3. Certificates.
4. Photocopies of warranties and bonds.

H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection with Owner's comments. Revise content of documents as required prior to final submittal.

I. Submit final volumes revised within ten days after final inspection.

1.07 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble documents for subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to and place in location as directed. Obtain receipt prior to final payment.

PART 2- PRODUCTS - NOT USED

END OF SECTION

SECTION 01740 WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.02 RELATED SECTIONS

- A. Document - Invitation to Bid - Bid Bonds
- B. Document - General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
- C. Section 01700 - Contract Closeout: Contract Closeout procedures.
- D. Section 01730 - Operation and Maintenance Data.
- E. Individual Specifications Sections: Warranties required for specific products or Work.

1.03 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch, 216 x 279 mm three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project, name, address and telephone number of Contractor and equipment of supplier and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name, address, and telephone number of responsible principal.

1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute SUBMITTALS when required.
- D. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.06 SCHEDULE OF SUBMITTALS NOT USED

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 02225 TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavate trenches for utilities from outside building to municipal utilities.
- B. Compacted bedding under fill over utilities to subgrade elevations
- C. Backfilling and compaction.

1.02 RELATED SECTIONS

- A. Section 01400 – Quality Control.
- B. Section 01500 – Construction Facilities and Temporary Controls:
Water control in excavations.

1.03 REFERENCES

- A. ANSI/ASTM C1136 – Method for Sieve Analysis of fine and Coarse Aggregates.
- B. ANSI/ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate mixtures, Using 5.5 lb. (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 – Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.

1.05 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as shown on Drawings.

PART 2 PRODUCTS

- A. Kentucky Department of Transportation – No. 9 Stone.
- B. ANSI/ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 – Test Method and Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.

1.05 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as shown on Drawings.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. As specified in Section 02667.

2.02 BED MATERIALS

- A. As specified in Section 02667.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify fill materials to be reused, is acceptable.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Maintain and protect existing utilities remaining which pass through Work area.
- C. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.
- E. Protect above and below grade utilities that are to remain.
- F. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with Type B fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.03 EXCAVATION

- A. Excavate subsoil required for storm sewer, sanitary sewer, water, gas, electric piping to municipal utilities.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- C. Excavation shall not interfere with normal degree bearing splay of foundations.
- D. Hand trim excavation. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu. Yd. (0.25 cu. M.), measured by column. Larger material will be removed under Section 02202.
- F. Correct unauthorized excavation at no cost to Owner.
- G. Correct areas over-excavated by error in accordance with Section 02300.
- H. Stockpile excavated material in area designated on site.

3.04 BEDDING

- A. Support pipe and conduit during placement and compaction of bedding fill.

3.05 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Granular Fill: Place and compact materials in continuous layers not exceeding 8 inches, 200 mm compacted depth.
- D. Soil Fill: Place and compact material in continuous layers not exceeding 8 inches, 200 mm compacted depth.
- E. Employ a placement method that does not disturb or damage foundation perimeter drainage, conduit, and duct in trench.
- F. Maintain optimum moisture content of backfill materials to attain required compaction density.
- G. Store surplus material at designated location on site.
- H. Leave fill material stockpile areas completely free of excess fill materials.

3.06 TOLERANCES

- A. Top Surface of Backfilling: Under paved areas, plus or minus one inch, 25 mm from required elevations.
- B. Top Surface of General Backfilling: Plus or minus one inch, 25 mm, from required elevations.

3.07 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D698 under provisions of Section 01400.

- C. Compaction testing will be performed in accordance with ANSI/ASTM D698 and with Section 01400.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: At each stage of material.

3.08 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01500.
- B. Recompact fills subjected to vehicular traffic.

END OF SECTION

SECTION 02667
DOMESTIC WATER MAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe and fittings for water line including domestic water mains.
- B. Valves and domestic water.
- C. Pipe sleeves.

1.02 RELATED SECTIONS

- A. Section 02225 - Trenching.

1.03 REFERENCES

- A. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.
- B. ANSI/ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- C. ANSI/ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- D. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- E. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- F. ANSI/ASTM D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- G. ANSI/AWS A5.8 - Brazing Filler Metal.
- H. ANSI/AWWA C104 - Cement - Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

- I. ANSI/AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.
- J. ANSI/AWWA C111 - Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings.
- K. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- L. ANSI/AWWA C500 - Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.
- M. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.
- N. ANSI/AWWA C504 - Rubber Seated Butterfly Valves.
- O. ANSI/AWWA C508 - Swing-Check Valves for Waterworks Service, 2 in through 24 in NPS.
- P. ANSI/AWWA C509 - Resilient Seated Gate Valves 3 in through 12 in NPS, for Water and Sewage Systems.
- Q. ANSI/AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
- R. ANSI/AWWA C606 - Grooved and Shouldered Type Joints.
- S. ANSI/AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.
- T. ASTM B88 - Seamless Copper Water Tube.
- U. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- V. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
- W. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
- X. ASTM D2922 - Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- Y. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

- Z. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
- AA. ASTM D3035 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter.
- BB. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 1/2 inch through 3 inch, for Water.
- CC. UL 246 - Hydrants for Fire - Protection Service.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. **Product Data:** Provide data on pipe materials, pipe fittings, valves and accessories.
- C. **Manufacturer's Certificate:** Certify that products meet or exceed specified requirements.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01700.
- B. Accurately record actual locations of piping mains, valves, connections, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.08 QUALITY ASSURANCE

- A. Perform Work in accordance with utility company.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver and store valves in shipping containers with labeling in place.

PART 2 PRODUCTS

2.01 PIPE

- A. PVC Pipe: ASTM D3035, SDR 21 for 200 psig rating:
 - 1. Fittings: Ductile Iron
 - 2. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, imprinted with "Water Service" in large letters.

2.02 GATE VALVES - Up to 3 Inches (75 mm):

- A. Brass or Bronze body, non-rising stem, inside screw, single wedge or disc, IPS ends, with control rod, extension box and valve key.

2.03 GATE VALVES - 3 Inches (75 mm) and Over

- A. ANSI/AWWA C500, Iron body, bronze trim, non-rising stem with square nut, single wedge, flanged ends, control rod, extension box and valve key.

2.04 BALL VALVES - Up to 2 Inches (50 mm)

- A. Brass body, Teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, inlet end, IPS outlet with control rod, extension box and valve key.

2.05 SWING CHECK VALVES - From 2 inches to 12 inches (50 mm to 300 mm)

- A. ANSI/AWWA C508, iron body, bronze trim 15 degree swing disc, renewable disc and seat, flanged ends.

2.06 HYDRANT

- A. Hydrant: 3" flushing type.
- B. Finish: Primer and two coats of enamel to color required by utility company.

2.08 BEDDING MATERIALS

- A. Bedding: Fill Type Pea Gravel.

2.09 ACCESSORIES

- A. Concrete for Thrust Blocks: Concrete type 3,000 psi.

2.10 AIR RELEASE VALVES

- A. AWWA C512, hydromechanical device to automatically release accumulated air.

2.11 FLUSHING HYDRANTS

- A. Flushing hydrants shall be manufactured by M&H. Other manufacturers will be considered if those manufactured by M&H are not readily available.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions under provisions of Section 01039.
- B. Verify that building service connection and municipal utility water main size, location and invert are as indicated.

3.02 PREPARATION

- A. Ream pipe and tube ends and remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

3.03 BEDDING

- A. Excavate pipe trench in accordance with Section 02225 for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches (150 mm) compacted depth, compact to 95 percent.
- C. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent.
- D. Maintain optimum moisture content of bedding material to attain required compaction density.

3.04 INSTALLATION - PIPE

- A. Maintain separation of water main from sewer piping in accordance with state requirements (10 feet horizontally and 1.5 feet vertically).

- B. Install grooved and shouldered pipe joints to ANSI/AWWA C606.
- C. Route pipe in straight line.
- D. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- E. Install access fittings to permit disinfection of water system performed under Section 02675.
- F. Slope water pipe and position drain at low points.
- G. Form and place concrete for thrust blocks at each elbow or change of direction of pipe main.
- H. Establish elevations of buried piping to ensure not less than 2 ft (0.6 m) of cover.
- I. Install trace wire continuous over top of pipe buried 6 inches (150 mm) below finish grade, above pipe line; coordinate with Section 02225.
- J. Backfill trench in accordance with Section 02225.

3.05 INSTALLATION - VALVES AND HYDRANTS

- A. Set valves on solid bearing.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.
- C. Set hydrants plumb and locate pumper nozzle perpendicular to roadway.
- D. Set hydrants to grade, with nozzles at least 20 inches (500 mm) above ground.
- E. Locate control valve 4 inches (100 mm) away from hydrant.
- F. Provide a drainage pit 36 inches (900 mm) square by 24 inches (600 mm) deep filled with 2 inches (50 mm) washed gravel. Encase elbow of hydrant in gravel to 150 mm above drain opening.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with state and local standards. Disinfect all water piping before placing in service with the use of chlorine or chlorine compounds in such amounts as to produce a concentration of at least 50 ppm and a residual of at least 25 ppm at the end of 24 hours and followed by thorough flushing.

3.07 SERVICE CONNECTIONS

- A. Provide water service to utility company requirements with reduced pressure backflow preventer and water meter with by-pass valves and sand strainer.

3.08 FIELD QUALITY CONTROL

- A. Hydrostatic tests: Test at not less than 1-1/2 times the working pressure for 2 hours in accordance with the latest edition of AWWA Standard C600.
 - 1. Increase pressure in 50-psig increments. Hold test for one hour, decrease to 0 psig. Slowly increase again to test pressure and hold for one more hour. Maximum allowable leakage is 2 quarts (1.89 L) per hour per joint. Re-make leaking joints with new materials and repeat test until leakage is within above limits.
- B. If tests indicate Work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
- C. All construction shall be thoroughly inspected by the local utility prior to placing any backfill. The contractor shall notify the local utility office 24 hours in advance of backfilling. Any defects, broken or cracked pipe, etc...shall be replaced and repaired at the Contractor's expense.
- D. The Water District will pay for the initial filling and incidental flushing of the line for testing purposes. The Contractor shall be responsible for adding all disinfecting materials. If the test fails after the initial testing and flushing, the Contractor shall be required to pay for all additional water that is required to be used for filling until the tests meet the specified requirements.

END OF SECTION

**Coles Campground Road
Water Main Project
Dexter – Almo Heights Water District**

ADDENDUM NO. 1

Please make the following revisions to the contract documents as listed in this Addendum. Said revisions shall become a part of the contract documents and Bidder shall acknowledge receipt of them in the Form of Proposal.

1. The work shown on plan sheet 2 of 6 from Station 18+70 to Station 19+90 has previously been constructed by the Dexter Almo Water District. This work is not a part of the contract. Please eliminate 120 lf of 8-inch Water Main from the Form of Proposal.
2. The existing 6-inch water main on Seth Lane shown on Sheet 2 of 6 is on the east side of Seth. Please revise the plans to show the connection of this 6-inch main on the east side of Seth.
3. Add the following paragraph to specification section 02667-3.08:
 - E. The Contractor is responsible for obtaining all samples and submitting them to the Testing Lab. The cost of such sampling and testing is the responsibility of the Contractor.
4. Add the following paragraph to specification section 02667-2.06
 - C. Hydrants shall be M&H or Mueller (painted red).
5. The contractor is hereby made aware that there is a telephone line on the north side of Coles Campground Road and at other locations throughout the project, and that there is a natural gas line on the south side of Coles Campground and at other locations throughout the project. There may be other utilities located throughout this project that are not shown on the plans or defined herein. It shall be the sole responsibility of the Contractor to have all utilities located prior to digging.
6. All questions shall be submitted to the Owner or Engineer no later than Monday August 21 at 4:00pm.
7. If additional funding is available, the Water District may choose to issue a change order for additional 8-inch water main down 16th Street. Should this happen, the Bidder's Unit Price for 8-inch water main will be multiplied by the additional water main to determine the change order amount (this will include all valves, hydrants and all other necessary appurtenances to).

END OF ADDENDUM NO. 1

**Coles Campground Road
Water Main Project
Dexter – Almo Heights Water District**

ADDENDUM NO. 2

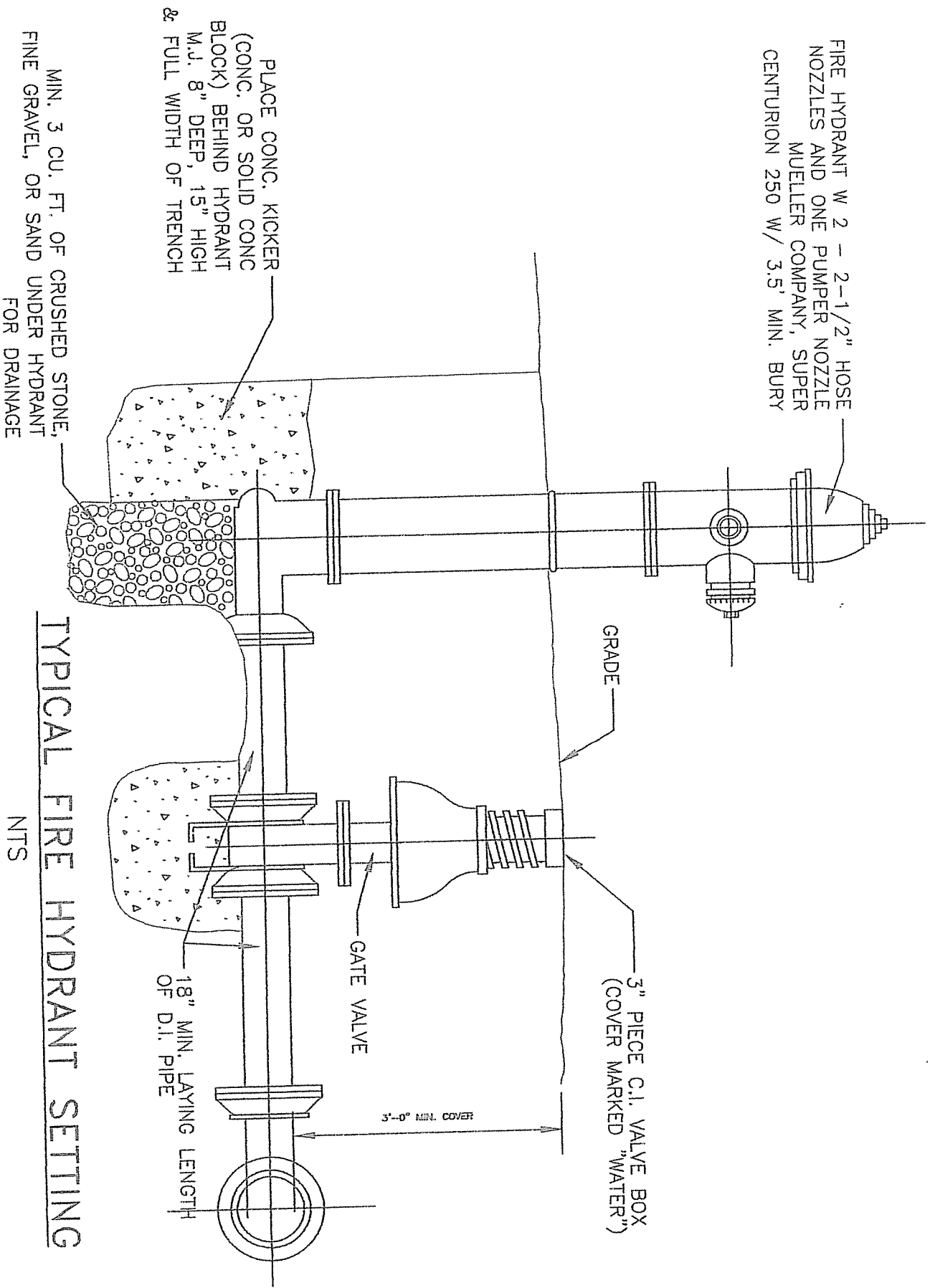
August 18, 2006

Please make the following revisions to the contract documents as listed in this Addendum. Said revisions shall become a part of the contract documents and Bidder shall acknowledge receipt of them in the Form of Proposal.

1. On plan sheet 2 of 6, Station 0+30 (16th St.) delete 90 degree 8-inch bend and add a 8” DI Tee and 8-inch x 10-inch DI increaser.
2. On plan sheet 2 of 6 revise note on 16th Street water main to read- 10” PVC (AWWA C900).
3. On plan sheet 5 of 6 revise note on 16th Street water main to read- 10” PVC (AWWA C900).
4. On plan sheet 5 of 6 revise note at end to read – Station 19+25 End Construction (Base Bid), 10-inch DI MJ Gate Valve & Box, 10-inch x 10-inch x 8-inch DI Tee and 10-inch Plug and Fire Hydrant.
5. Fire Hydrant symbols on sheet 1,2 and 5 of 6 shall depict Fire Hydrants as shown on the detail in this Addendum No. 2 labeled Typical Fire Hydrant Setting.

END OF ADDENDUM NO. 2

FIRE HYDRANT W 2 - 2-1/2" HOSE
NOZZLES AND ONE PUMPER NOZZLE
MUELLER COMPANY, SUPER
CENTURION 250 W/ 3.5' MIN. BURY



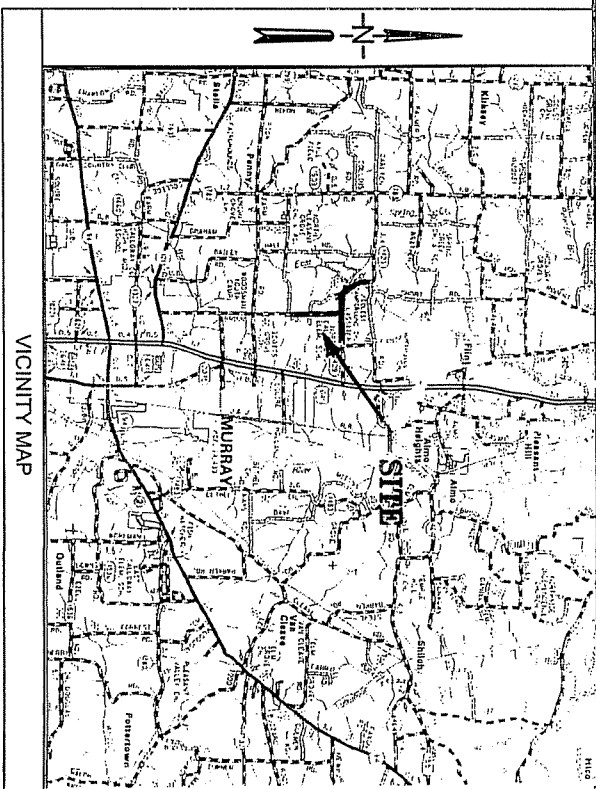
TYPICAL FIRE HYDRANT SETTING

NTS

DEXTER-ALMO HEIGHTS WATER DISTRICT COLES CAMPGROUND ROAD WATER MAIN EXTENSION

CALLOWAY COUNTY, KENTUCKY

KIM OATMAN
PROFESSIONAL ENGINEER
133 PINE CREEK DRIVE
PADUCAH, KY 42001



LEGEND

- MJ - MECHANICAL JOINT
- DI - DUCTILE IRON
- W - WATER LINE
- G - GAS LINE
- BT - BELL SOUTH TELEPHONE LINE

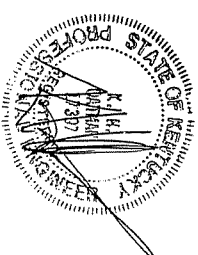


RECEIVED

SEP 22 2006
PUBLIC SERVICE
COMMISSION

INDEX OF DRAWINGS

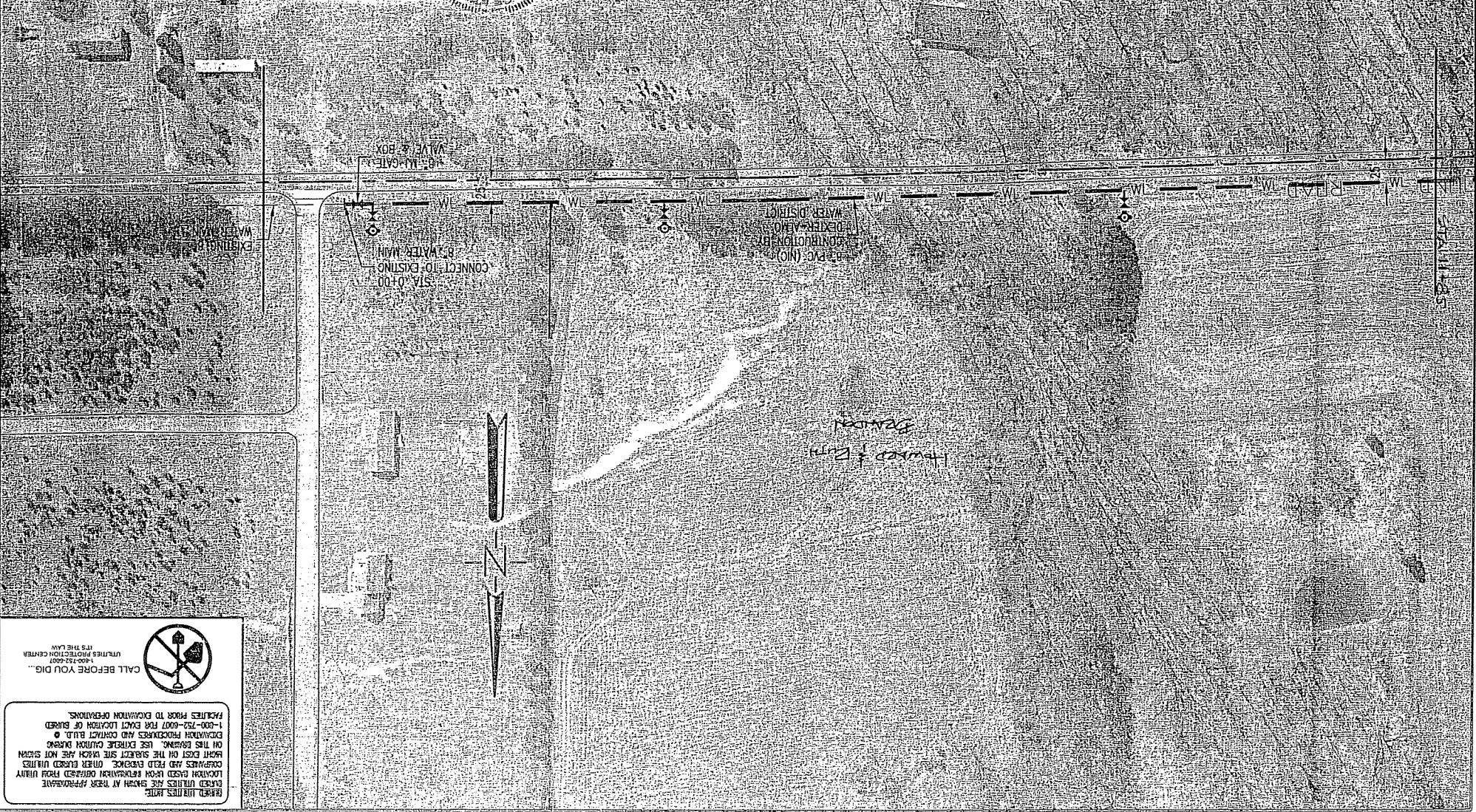
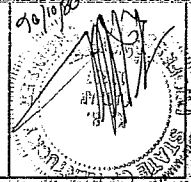
- | | |
|-------------|---|
| COVER SHEET | STATION 0+00 - STATION (COLES CAMPGROUND) |
| SHEET 1 | COLES CAMPGROUND |
| SHEET 2 | COLES CAMPGROUND |
| SHEET 3 | COLES CAMPGROUND |
| SHEET 4 | BRINN ROAD (N. 16TH) |
| SHEET 5 | WATER LINE DETAILS |
| SHEET 6 | |



KIM OATMAN
PROFESSIONAL ENGINEER
139 FINE CREEK DRIVE
PADUCAH, KY 40301

DEXTER ALMO WATER DISTRICT
COLES CAMPGROUND ROAD
WATER MAIN EXTENSION

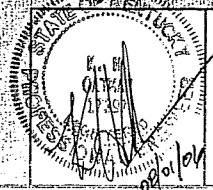
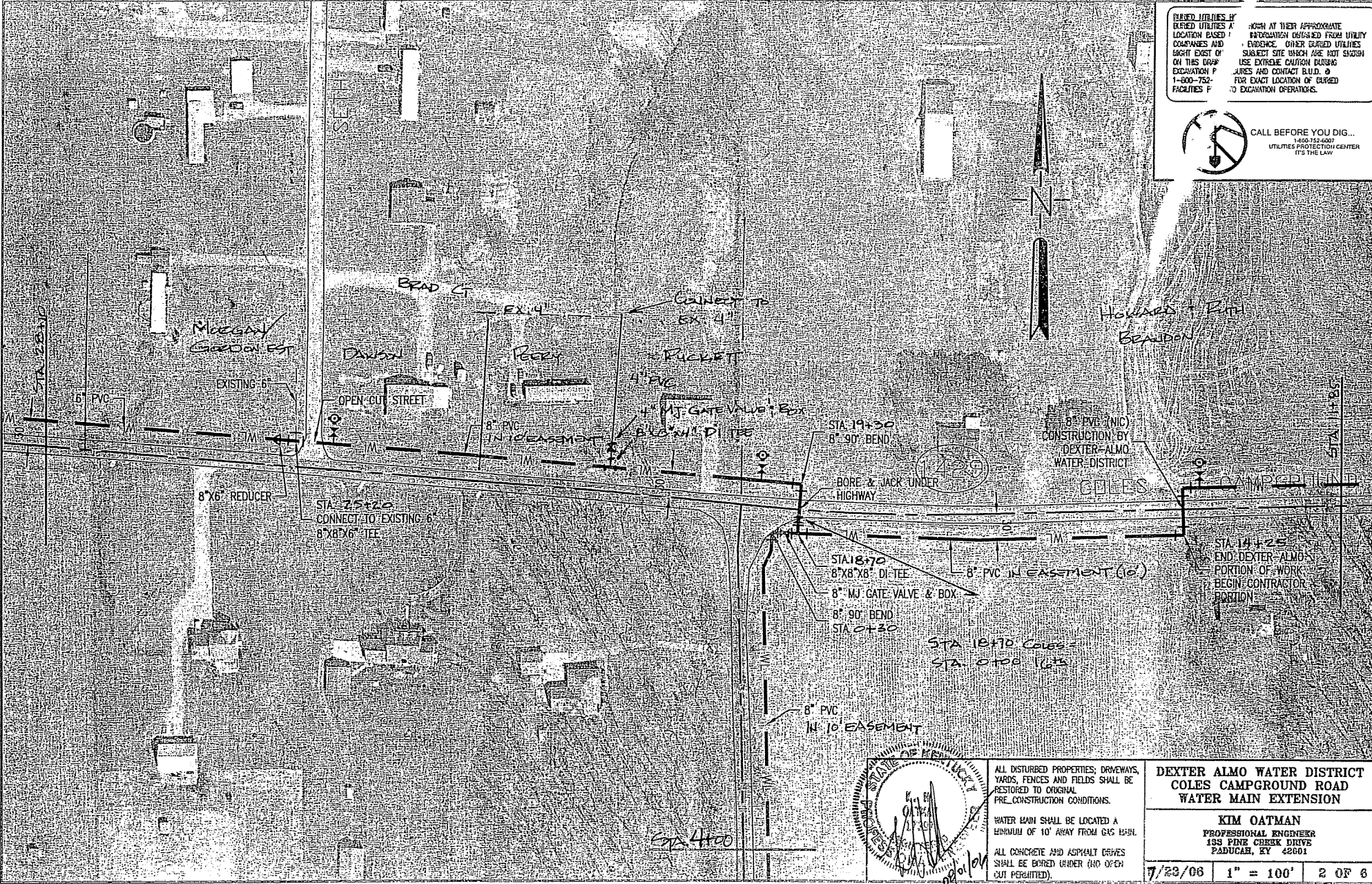
ALL DISTURBED PROPERTIES, DRIVEWAYS,
YARDS, FENCES AND TREES SHALL BE
RESTORED TO ORIGINAL
FREE CONSTRUCTION CONDITIONS.
WATER MAIN SHALL BE LOCATED A
MINIMUM OF 10' AWAY FROM GAS MAIN.
ALL CURB CUTS AND ASPHALT PATCHES
SHALL BE BURNED LIME (NO OPEN
CUT REQUIRED)



CALL BEFORE YOU DIG.
1-800-735-4300
UTILITY PROTECTION CENTER
IT'S THE LAW.

BEHIND UTILITIES ARE SHOWN AT THEIR APPROXIMATE
LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY
COMPANIES AND FIELD SURVEY. OTHER UNDEGROUND UTILITIES
NOT SHOWN ON THE SUBJECT SITE WHICH ARE NOT SHOWN
ON THE DRAWING, USE EXERCISE CAUTION BEFORE
EXCAVATION PROCEEDS AND CONTACT B.U.D. @
1-800-735-4300 FOR EXACT LOCATION OF BURIED
UTILITIES PRIOR TO EXCAVATION OPERATIONS.

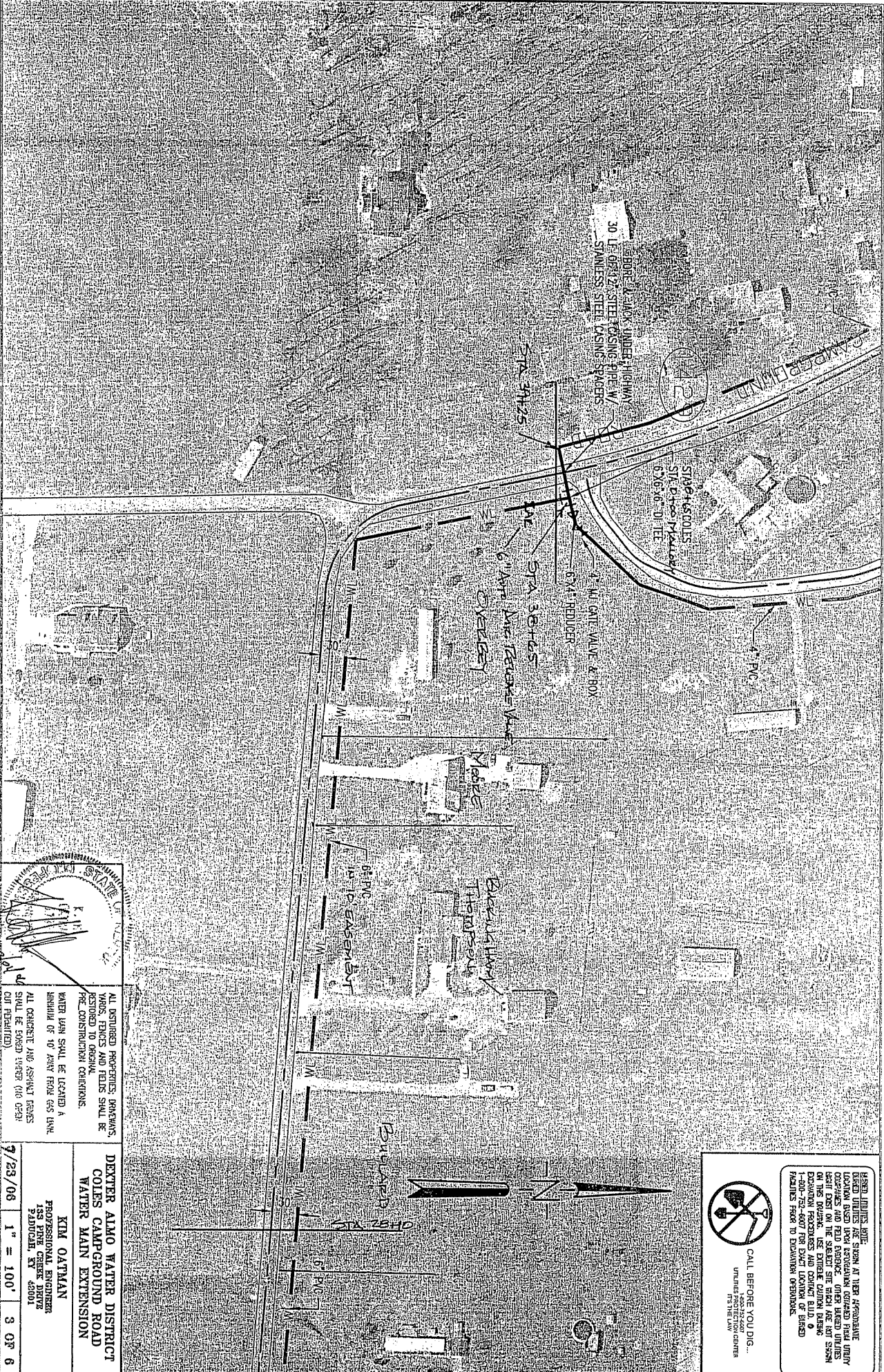
BURIED UTILITIES BY LOCATION BASED ON COMPANIES AND EXCAVATION PRACTICES F
 SHOWN AT THEIR APPROXIMATE EVIDENCE OTHER BURIED UTILITIES SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAW USE EXTREME CAUTION DURING EXCAVATION OPERATIONS. CALL 1-800-752- FACILITIES F



ALL DISTURBED PROPERTIES; DRIVEWAYS, YARDS, FENCES AND FIELDS SHALL BE RESTORED TO ORIGINAL PRE-CONSTRUCTION CONDITIONS.
 WATER MAIN SHALL BE LOCATED A MINIMUM OF 10' AWAY FROM GAS LEAK.
 ALL CONCRETE AND ASPHALT DRIVES SHALL BE EXCAV UNDER (NO OPEN CUT PERMITTED).

**DEXTER ALMO WATER DISTRICT
 COLES CAMPGROUND ROAD
 WATER MAIN EXTENSION**

KIM OATMAN
 PROFESSIONAL ENGINEER
 133 FINE CREEK DRIVE
 PADUCAH, KY 42001



30" DI. 60#12 STEEL CASING PIPE W/
STAINLESS STEEL CASING SPACERS

STRAIGHT COILES
STRAIGHT COILES
6" X 6" X 10' TEL

STRA 5H25

6" X 1" REDUCER
4" GATE VALVE & BOX

STRA 3B425
6" DIA. W/6" RETURN W/6"
OVERLAY

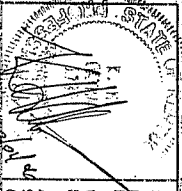
4" PVC

4" PVC
12" X 6" GAS METER

Buckling Hwy
Hogansport

Edgewater

STRA 25HD

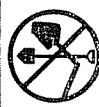


ALL DISTURBED PROPERTIES, DRIVEWAYS,
YARDS, FENCES AND FIELDS SHALL BE
RESTORED TO ORIGINAL CONDITION
OR BETTER.
VAULTS SHALL BE LOCATED A
MINIMUM OF 10' AWAY FROM 66" DIA. LINES
ALL CONCRETE AND ASPHALT FINISHES
SHALL BE FOSSED 1" DEEP (10% GR2)
(SEE SPECIFICATIONS)

**DEXTER ALMO WATER DISTRICT
COLES CAMPGROUND ROAD
WATER MAIN EXTENSION**

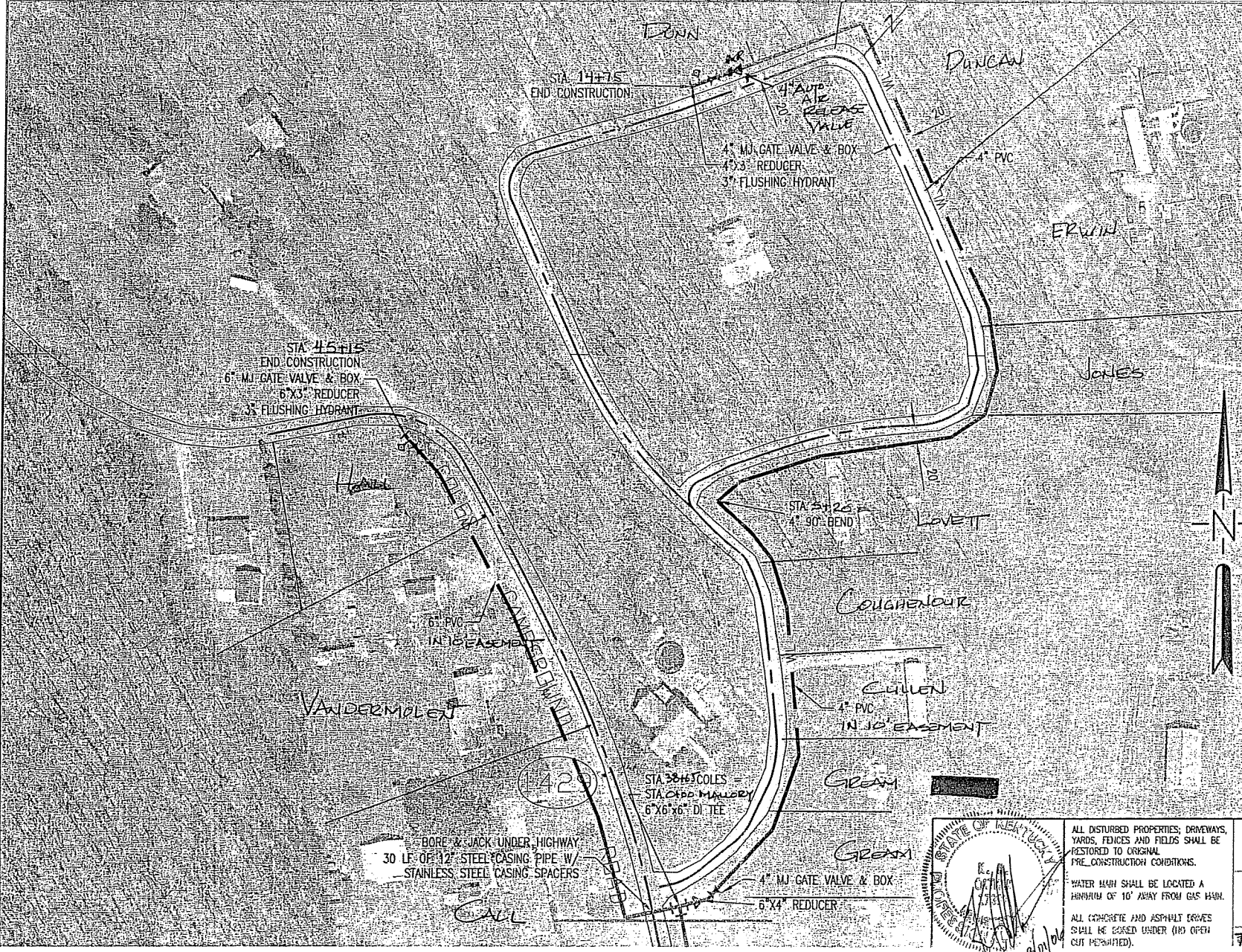
KIM OATMAN
PROFESSIONAL ENGINEER
153 PINE CREEK DRIVE
SPRINGFIELD, KY 40001

7/23/06 1" = 100' 3 OF 6



CALL BEFORE YOU DIG...
UNLINES 800-252-7200
IT'S THE LAW

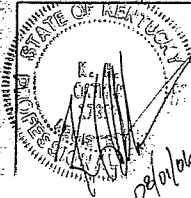
ARMED UNLINES ARE STRONG AT NEAR APPROXIMATE
LOCATIONS BASED UPON INVESTIGATION CONDUCTED FIELD UNDER
OCCUPANCY AND FIELD EVIDENCE. OTHER ARMED UNLINES
MAY BE PRESENT ON THE SUBJECT SITE WHICH ARE NOT SHOWN
ON THIS DRAWING. SEE EXISTING UTILITIES DRAWING
FOR THE LOCATION OF ALL UTILITIES. THE LOCATION OF ARMED
UNLINES SHOULD BE DETERMINED BY THE FIELD ENGINEER
PRIOR TO EXCAVATION OPERATIONS.



BURIED UTILITIES NOTE:
 BURIED UTILITIES ARE SHOWN AT THEIR APPROXIMATE LOCATION BASED UPON INFORMATION OBTAINED FROM UTILITY COMPANIES AND FIELD EVIDENCE. OTHER BURIED UTILITIES MIGHT EXIST ON THE SUBJECT SITE WHICH ARE NOT SHOWN ON THIS DRAWING. USE EXTREME CAUTION DURING EXCAVATION PROCEDURES AND CONTACT B.L.D. @ 1-502-752-6007 FOR EXACT LOCATION OF BURIED FACILITIES PRIOR TO EXCAVATION OPERATIONS.



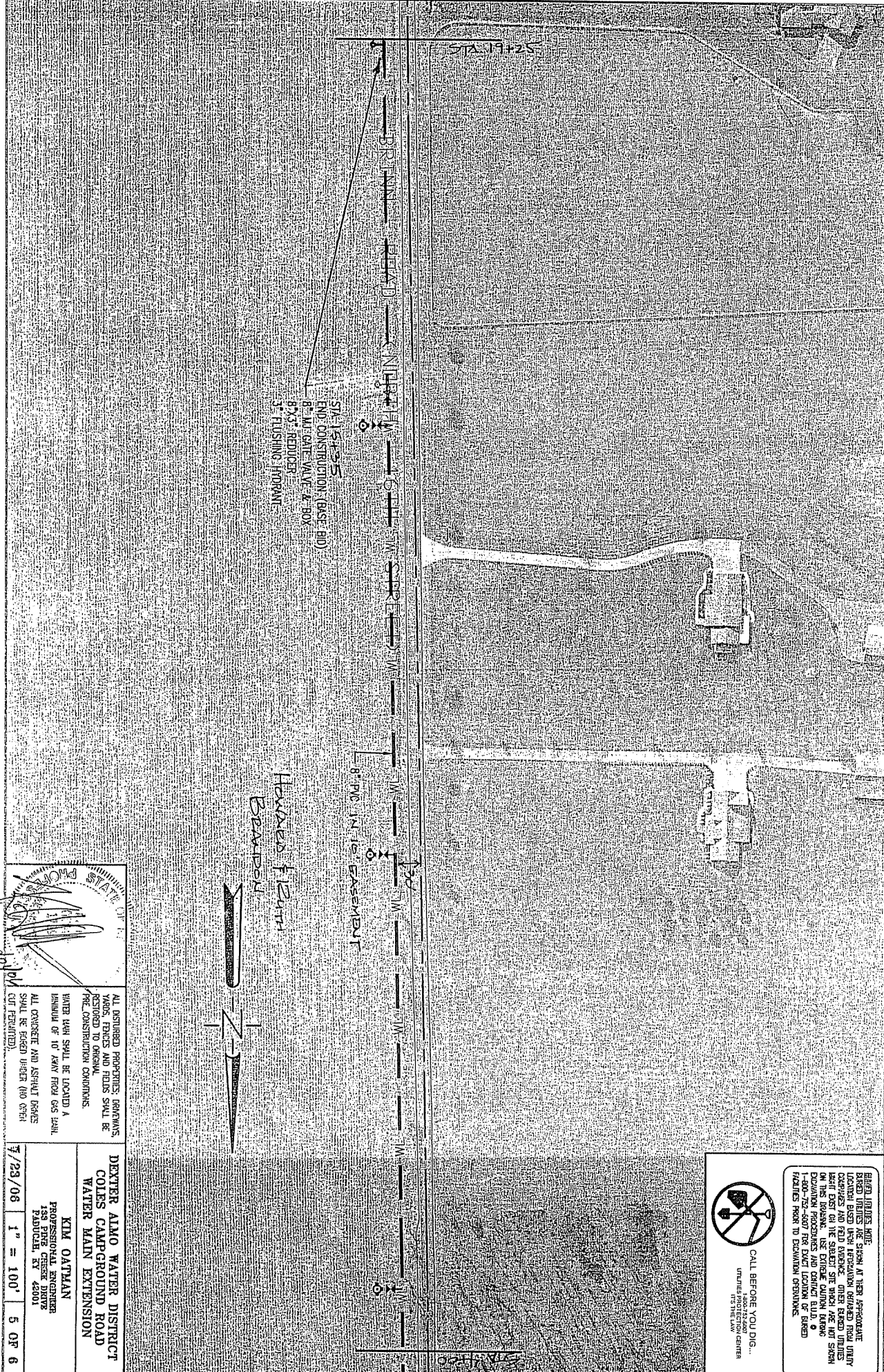
CALL BEFORE YOU DIG...
 UTILITIES PROTECTION CENTER
 IT'S THE LAW



ALL DISTURBED PROPERTIES, DRIVEWAYS, YARDS, FENCES AND FIELDS SHALL BE RESTORED TO ORIGINAL PRE-CONSTRUCTION CONDITIONS.
 WATER MAIN SHALL BE LOCATED A MINIMUM OF 10' AWAY FROM GAS MAIN.
 ALL CONCRETE AND ASPHALT DRIVES SHALL BE COSED UNDER (NO OPEN CUT PERMITTED).

**DEXTER ALMO WATER DISTRICT
 COLES CAMPGROUND ROAD
 WATER MAIN EXTENSION**

KIM OATMAN
 PROFESSIONAL ENGINEER
 133 PINE CREEK DRIVE
 PADUCAH, KY 42001




STA. 15+25
 END CONSTRUCTION (BASE END)
 8" W/ GATE VALVE & BOX
 3" FLUSHING HYDRANT

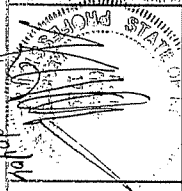
Howard's Flushing
 Hydrant

8" PVC 12" IS CASSEMENT



BARBED WIRE SIGNAGE
 BARBED WIRE SIGNS ARE SHOWN AT THEIR APPROXIMATE LOCATIONS BASED UPON INFORMATION OBTAINED FROM UTILITY LOCATIONS AND FIELD SURVEY. OTHER BARBED WIRE SIGNS MAY BE PRESENT ON THE PROPERTY. SEE ENGINEER'S NOTES FOR SIGN EXPLANATION PROCEDURES AND CONTACT E.U.D. @ 1-800-722-6007 FOR EXACT LOCATION OF BARBED FACILITIES PRIOR TO EXCAVATION OPERATIONS.

 CALL BEFORE YOU DIG...
 UTILITY AND DETECTION CENTER
 IT'S THE LAW

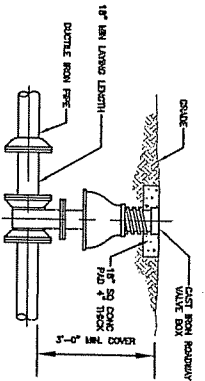


ALL DISTURBED PROPERTIES, BARRIERS, YARDS, FENCES AND FIELDS SHALL BE RESTORED TO ORIGINAL CONDITION.
 WATER MAIN SHALL BE LOCATED A MINIMUM OF 10' AWAY FROM GAS MAIN.
 ALL CONCRETE AND ASPHALT SURFACES SHALL BE REPAIRED UNDER AND OVER CUT (REQUIRED).

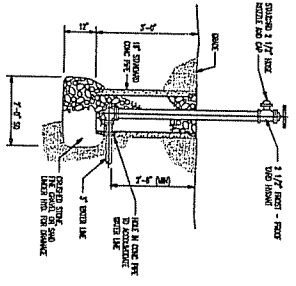
**DEXTER ALDO WATER DISTRICT
 COLES CAMP-GROUND ROAD
 WATER MAIN EXTENSION**

KIM OATMAN
 PROFESSIONAL ENGINEER
 123 FINE CREEK DRIVE
 PADUCAH, KY 40001

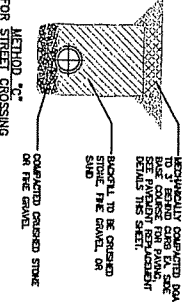
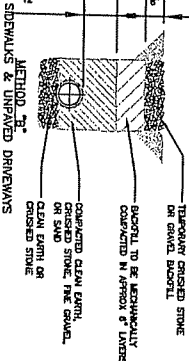
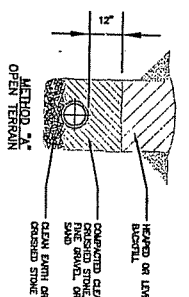
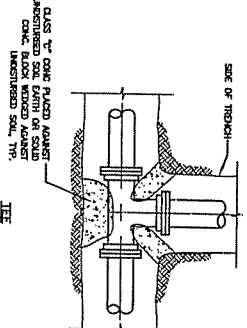
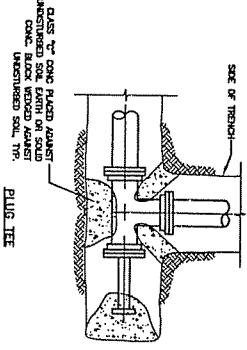
7/23/06 1" = 100' 5 OF 6



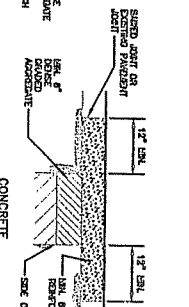
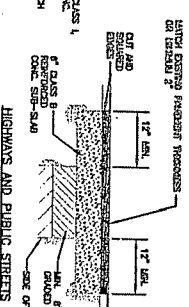
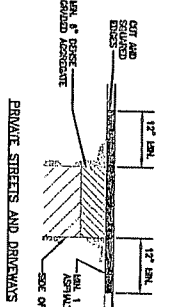
TYPICAL VALVE SETTING



FLUSH HYDRANT SETTING

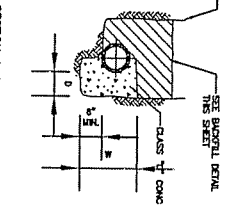
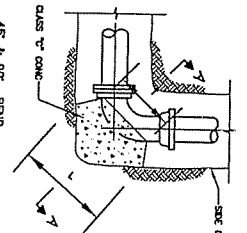
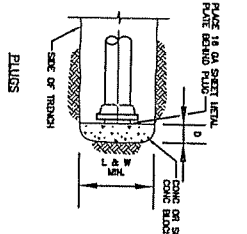


BACKFILLING



PAVEMENT REPLACEMENT

CONCRETE THRUST BLOCKS

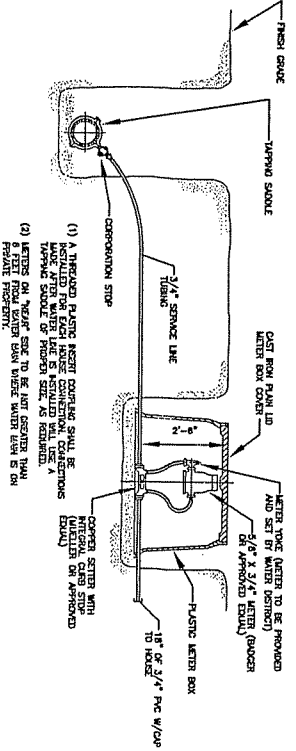


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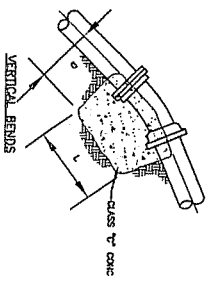
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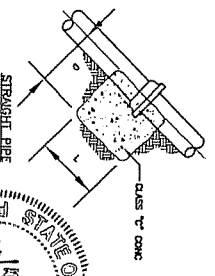
- ANCHORS TO BE FULL WIDTH OF TRENCH
- DEPTH 12\"/>



TYPICAL SERVICE CONNECTION



CONCRETE ANCHOR BLOCKS



DEYTER ALMO WATER DISTRICT
 COLES CAMPGROUND ROAD
 WATER MAIN EXTENSION
 KIM OATMAN
 PROFESSIONAL ENGINEER
 155 PINE CREEK DRIVE
 PADUCAH, KY 40301
 7/29/08 N.T.S. 8 OF 6

Calloway County Kentucky

Scale: 1" = 19,000'

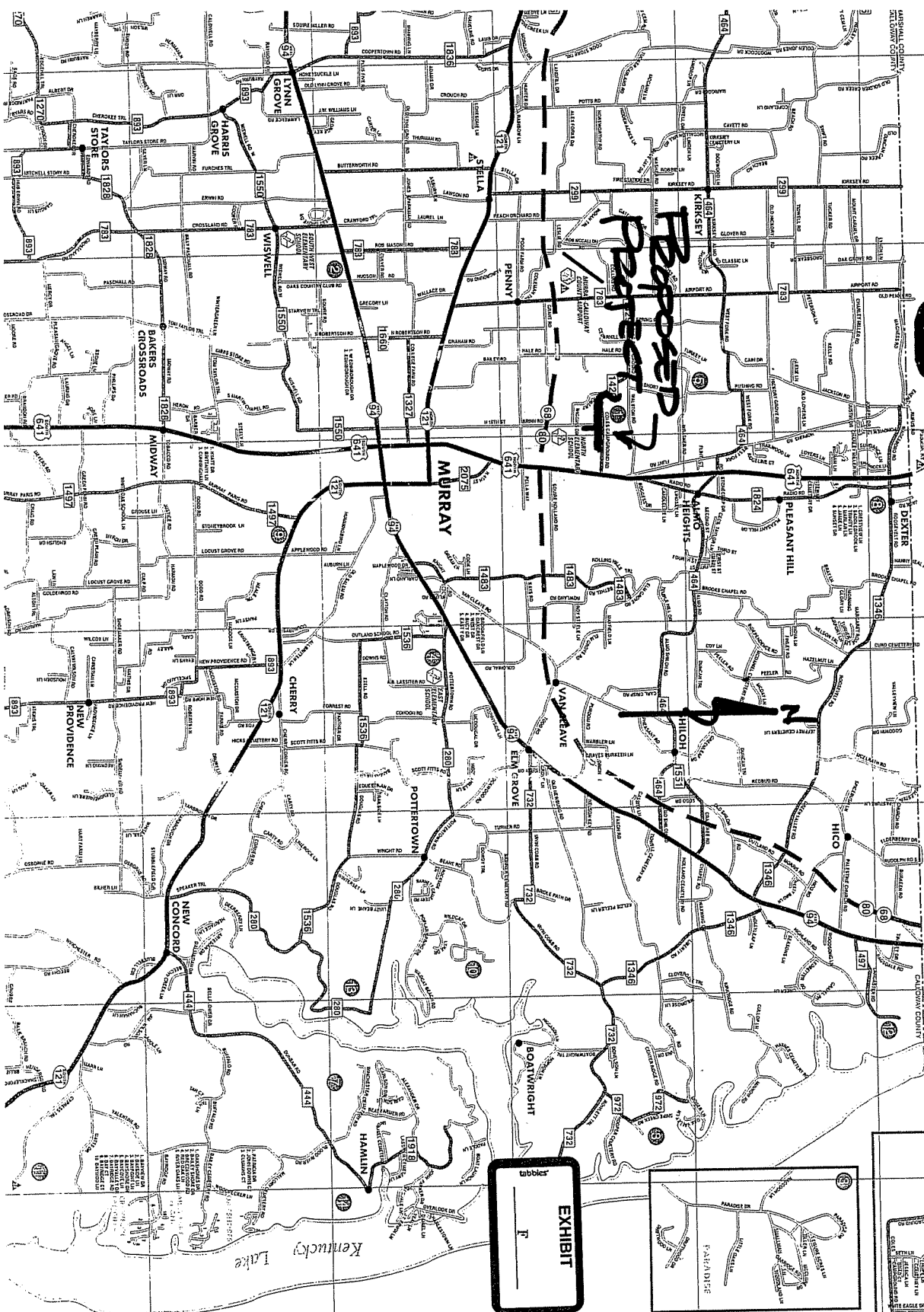
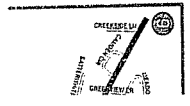
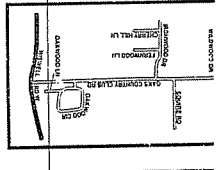
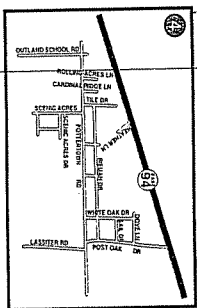
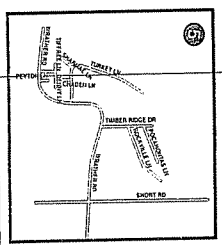
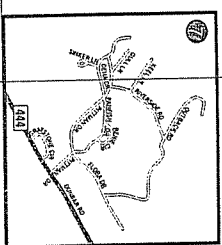
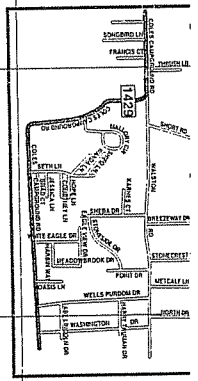
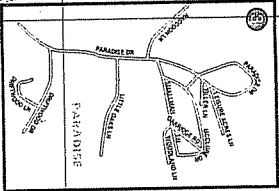


EXHIBIT
F



KENTUCKY INFRASTRUCTURE AUTHORITY

DEXTER-ALMO WATER DISTRICT

Project Budget WX21035012

Estimated

As Bid

Revised

Cost Classification	IEDF Grant	KIA Grant	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Local Funds	Unfunded Costs	Total
1 Administrative Expenses (1)			460						-
2 Legal Expenses		2000	400						-
3 Land, Appraisals, Easements		250	250						-
4 Relocation Expense & Payments									-
5 Planning (2)		250	250						-
6 Engineering Fees - Design		5250	4750						-
7 Engineering Fees - Construction		250	250						-
8 Engineering Fees - Inspection		650	650						-
9 Construction		76387	75102						-
10 Equipment									-
11 Contingency		6963	6963						-
12 Other									-
Total	-	92000	89075	-	-	-	-	-	-

Funding Sources	Amount	Date Committed
1 KIA	92000	
2 The Murrey Bank	89075	
3		
4		
Total	-	

(1) Include Interim Financing

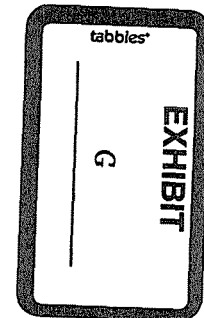
(2) Include in this category, all negotiated fees not included in the RD fee scale calculation

Local Funding Sources	Amount	Date Committed
1		
2		
3		
Total	-	

Charles Hoke
 Signature
Chrisman
 Title
 7-6-06
 Date

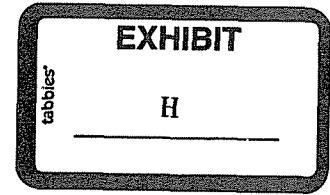
Total Funding

RECEIVED
 SEP 22 2006
 PUBLIC SERVICE
 COMMISSION



KENTUCKY INFRASTRUCTURE AUTHORITY
INFRASTRUCTURE FOR ECONOMIC DEVELOPMENT FUND FOR
TOBACCO/COAL PRODUCING COUNTIES

GRANT ASSISTANCE AGREEMENT



PROJECT NUMBER: WX21035012
GRANT AMOUNT: \$92,000
GRANTEE: Dexter-Almo Water District
DATE OF AGREEMENT: June 27 2006

RECEIVED

SEP 22 2006

PUBLIC SERVICE
COMMISSION

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, June 27, 2006 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 Dexter-Almo Water District ("Grantee").

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 2005 General Assembly included in the Commonwealth's 2004-2006 biennial Budget funding for the Grantee's infrastructure project, the subject of this Agreement; and

WHEREAS, the Grantee now seeks to implement the Project as identified in the 2004-2006 Budget of the Commonwealth and the Authority has determined that the Project is a Project within the meaning of the Act, and has been shown to be consistent with the Area Water Management Plan where applicable; 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 any 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, and operate a Project, and for the purposes of this Agreement shall mean that entity identified in the Project Profile.

Grant shall mean the funds effected under this Agreement from the Authority to the Grantee in the principal amount set forth in the 2004-2006 Budget of the Commonwealth, for the purpose of defraying the costs incidental to the Project.

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.035 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.

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 the grant sum in an amount not to exceed \$92,000.
- 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. **Before the Project is bid**, the Grantee shall complete and submit to the Authority the following:
 - a) A Project description in the form of a Project Profile together with the estimated Project Budget, as Exhibit 1.
 - b) A 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) The opinion of legal counsel substantially in the form set forth in Exhibit 3 hereto.
 - d) A Statement of Agreement to adopt and use the Kentucky Uniform System of Accounting (KUSoA) and assure that rates and charges for water service are based upon the cost of providing such service as Exhibit 4, if applicable.
 - e) A schedule of current rates and charges. 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.
 - f) Documentation of Clearinghouse Endorsement and Clearinghouse Comments.
 - g) An Application for Electronic Transfer of Funds, as Exhibit 6.
 - h) A Certification of Funding as Exhibit 11.
 - i) Any additional covenants or agreements that may be required included in Exhibit 7.
 2. **After Project is bid**, the Grantee shall complete and submit to the Authority the following:
 - a) A revised Project Budget based on Project bids, as Exhibit 1.
 - b) The opinion of legal counsel substantially in the form set forth in Exhibit 5 hereto.

- B. The Grantee may request receipt of Grant funds after completion of items in Sections 3. A. 1. and 2. above and full execution of the Agreement. The Authority, upon receipt of Request for Payment and Project Status Report **Exhibit 8**, will release funds. The Request for Payment and Project Status Report must include copies of invoices for costs incurred. The Authority may withhold release of funds until receipt of Administrative Fee pursuant to Section 7.
- C. The Grantee shall perform and/or cause to be performed all necessary acts (consistent with KRS 45A and in accordance with applicable laws) to plan, design and construct the Project including: the procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s); and equipment and/or materials.
- D. 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.
- E. The Grantee shall include **Exhibit 10** in the engineer's contract for this project and remuneration of engineering services will be based on the fee **schedule included in the exhibit**.
- F. 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.
- G. 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 9** - Certificate of Completion.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. The Grantee agrees that it will at all times impose, charge and collect sufficient customer Rates and Charges.
- M. 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.
- N. The Grantee shall submit the fully executed Certificate of Completion once all Project construction related activities are complete. Exhibit 9.

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. All funds made available under this Agreement are subject to reauthorization by subsequent General Assemblies of the Commonwealth of Kentucky. Should funding for the Project not be reauthorized this agreement shall terminate.
- B. This Agreement shall be valid only after all signatories have signed.
- C. 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.
- D. 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 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

- A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay a portion of the cost of Project planning and design directly related to submission of the Project plans and specifications for review by the Division of Water and the Public Service Commission, as may be required.
- B. It is specifically understood and agreed by the Grantee, in the event that the Project has not commenced construction by June 30, 2009, for whatever reason, all grant funds disbursed for Project planning and design are subject to full and immediate repayment to the Authority.
- C. Funds disbursed under this Section of the Agreement shall not exceed 50% of the Project planning and design amount as established in the guidelines as set forth in Exhibit 10.
- D. Funds received under provisions of this Section shall be used solely for planning and design costs of the Project.
- E. No funds shall be released under this Section until the requirements of Section 3. A. 1. of this Agreement have been met.

SECTION 7 - ADMINISTRATIVE FEE

The Grantee agrees to pay to the Authority an administrative fee (the "Administrative Fee") equal to ½ of 1% of the principal amount of the Grant. The Administrative Fee shall be due and payable on the date the Grantee's initial Request for Payment and Project Status Report is submitted to the Authority.

SECTION 8 - 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. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties hereto to be of great importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project subject of this Agreement.
- F. 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.
- G. 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.

H. 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

ATTEST

By: _____

By: _____

Title: _____

Title: _____

DEXTER-ALMO WATER DISTRICT

ATTEST

By: Charles Hoke

By: _____

Title: Chairman

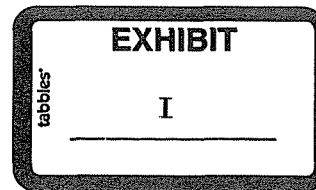
Title: _____

EXAMINED

LEGAL COUNSEL TO THE
KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____

Title: _____



KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
(502) 573-0260
(502) 573-0157
<http://kia.ky.gov>

Ernie Fletcher
Governor

Jody E. Hughes
Executive Director

June 19, 2006

Ms. Kathy Wyatt
PO Box 55
Almo, KY 42020

RE: Dexter-Almo Heights Water District - Coles Campground Extension
Grant Award in the amount of \$41,462

Dear Ms. Wyatt:

Congratulations on the grant you received from Governor Ernie Fletcher and the General Assembly of the Commonwealth of Kentucky awarded during the 2006 Legislative Session of the General Assembly. The Kentucky Infrastructure Authority (KIA) is pleased to have been designated as the agency for administration of these infrastructure project grants.

Bonds to support these grant funds cannot be sold until after January 1, 2007. Once grant funds are available, no funds can be released until your project meets all grant requirements, is reviewed by Capital Projects and Bond Oversight Committee and has a fully executed grant assistance agreement. Detailed project requirements are outlined in the grant assistance agreement and will be provided to your project administrator.

Please designate your project administrator on Exhibit 1. The project administrator will work with KIA and be responsible for completion of all of the grant documentation and requirements. Your project administrator will be responsible for coordinating proper procurement of all necessary contracts and for completing all requirements of the grant. Please be assured that you will be copied on all essential correspondence and consulted on all decisions regarding your grant.

Your grant funds must be used for the project as identified in the 2006-2008 Biennial Budget of the Commonwealth and as listed above. If your grant award is not linked to a project profile with a WX or SX number, it is critical that you work with your Area Water Management Council through your Area Development District to get a project number designated. Grant assistance agreements will not be forwarded to the project administrator until we receive your project's SX or WX number as identified in **Exhibit 2.**

Dexter-Almo Water District

EXHIBIT 2

Complete and mail or fax to:
Kentucky Infrastructure Authority
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601
Fax : 502-573-0157
Phone: 502-573-0260

DESIGNATION OF PROJECT NUMBER

\$185,000 - Dexter-Almo Water District - Water Line Extension

(Please print or type)

Please check the correct box and fill in the appropriate information:

My grant award will be used for one project. The WX or SX number is listed below.

WX/SX NUMBER: _____

My grant award will be used for one project. The WX or SX number has not yet been identified. The project administrator will be responsible for submitting this information to KIA after coordinating with the Area Water Management Council.

My grant award will be used for more than one project. The WX or SX numbers are listed below.

WX/SX NUMBER: WX 210 35012 Grant \$ Allocated: 92,000

WX/SX NUMBER: WX 210 35014 Grant \$ Allocated: 92,000

WX/SX NUMBER: _____ Grant \$ Allocated: _____

WX/SX NUMBER: _____ Grant \$ Allocated: _____

My grant award will be used for more than one project. If any WX or SX number(s) have been identified, they are listed below. The WX or SX number(s) that have not yet been identified will be provided to KIA by the project administrator after coordinating with the Area Water Management Council.

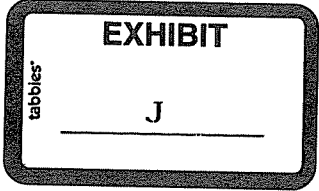
WX/SX NUMBER: _____ Grant \$ Allocated: _____

WX/SX NUMBER: _____ Grant \$ Allocated: _____

Remaining Grant Unallocated to Project(s): _____

Other: _____



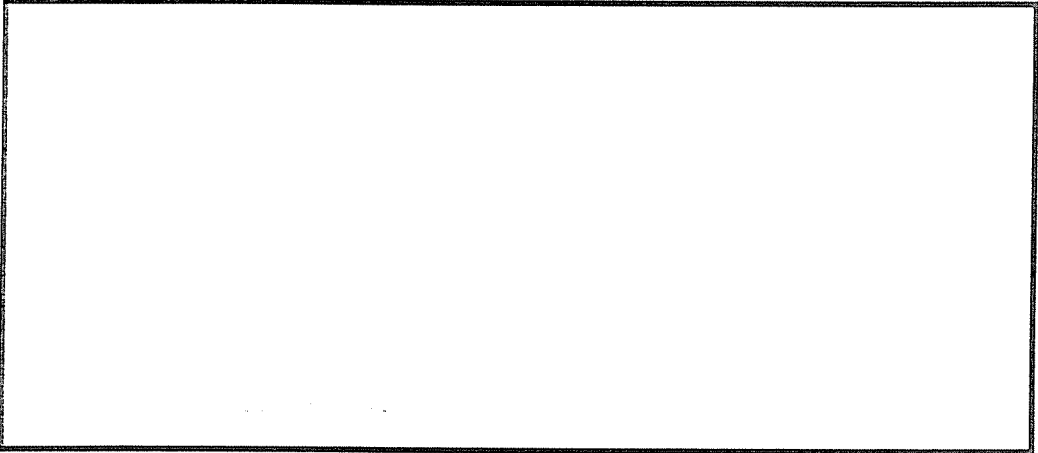


Pierce & Associates, PLLC
Certified Public Accountants

RECEIVED

SEP 22 2006

PUBLIC SERVICE
COMMISSION



DEXTER-ALMO HEIGHTS WATER DISTRICT
Calloway County, Kentucky

FINANCIAL STATEMENTS
DECEMBER 31, 2005

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INTRODUCTION

The Dexter-Almo Heights Water District is a de jure Water District, situated wholly in Calloway County, Kentucky, and exists by virtue of a Judgement and Order of the Calloway County Fiscal Court.

On April 24, 1964, the Commissioners of Dexter-Almo Heights Water District adopted a resolution providing for the construction and installation of a water-works system in and for said District, and authorizing the issuance of Waterworks System Revenue Bonds to provide for the costs thereof. On May 22, 1964, bonds in the amount of \$225,000 were sold and construction of the system was completed in December 1964. During the calendar year 1976, the District received funds from the Kentucky Highway Department for relocation of water lines. Existing lines were included in property acquired by the Kentucky Highway Department to be used in construction of a four-lane highway from Murray to Benton, Kentucky. Said funds were used to offset the cost of laying new lines to replace those lost to the Highway Department. Additional funds were received during 1979 from the Kentucky Highway Department for relocation of other water lines due to the relocation mentioned above. These additional funds were also used to offset the cost of laying new lines, and replacing those lost to the Highway Department.

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To the Commissioners
Dexter-Almo Heights Water District
Almo, Kentucky 42020

We have audited the accompanying balance sheet of Dexter-Almo Heights Water District as of December 31, 2005, and the related statements of income, retained earnings and cash flows for the year then ended. These financial statements are the responsibility of the management of Dexter-Almo Heights Water District. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with United States generally accepted auditing standards, and *Governmental Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Dexter-Almo Heights Water District as of December 31, 2005, and the results of its operations and changes in retained earnings and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 24, 2006, on our consideration of the Dexter-Almo Heights Water District's internal control over financial reporting and our tests of its compliance with certain provisions of laws and regulations.



Pierce & Associates, PLLC
Certified Public Accountants

March 24, 2006

DEXTER-ALMO HEIGHTS WATER DISTRICT
BALANCE SHEET
December 31, 2005

ASSETS

<u>Utility Plant</u>		
Waterworks System in Service	\$ 618,680	
Construction in Progress - Not in Service	\$ 50,805	
Less: Accumulated Depreciation	(288,621)	
Total Utility Plant		\$ 380,864
<u>Current Assets</u>		
Cash	35,597	
Accounts Receivable	18,204	
Total Current Assets		<u>53,801</u>
Total Assets		<u><u>\$ 434,665</u></u>

CAPITAL AND LIABILITIES

<u>Capital</u>		
Donated Capital	\$ 190,625	
Retained Earnings	127,204	
Total Capital		\$ 317,829
<u>Long-Term Debt</u>		
Capital Lease	39,900	
Total Long-term Debt		39,900
<u>Current Liabilities</u>		
Accounts Payable	6,685	
Accrued Taxes	1,604	
Customer Deposits	1,447	
Line of Credit for Construction	50,000	
Current Portion of Long-Term Debt	17,200	
Total Current Liabilities		<u>76,936</u>
Total Capital and Liabilities		<u><u>\$ 434,665</u></u>

See Accountants' Audit Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2005

Operating Revenue

Water Revenues	\$ 174,911	
Fees	974	
Total Revenues		\$ 175,885

Operating Expenses

Water Purchases	63,134	
Operating Supplies	1,451	
Water Testing	747	
Bad Debt	1,284	
Salaries	39,749	
Commissioner Fees	5,400	
Contract Labor	1,736	
Truck and Mileage Expense	2,931	
Legal and Accounting	4,788	
Telephone and Utilities	3,328	
Payroll Tax Expense	5,366	
Office Expense	1,829	
Postage	2,047	
Printing and Reproduction	458	
Insurance	4,193	
Advertising and Dues	927	
Depreciation	13,777	
Conference and Training	60	
Tax and Permits	474	
Total Operating Expenses		153,679

Operating Income

22,206

Other Income (Expense)

Interest Income	12	
Extraordinary Expense	(1,000)	
Interest Expense	(3,346)	
		(4,334)

Net Income

\$ 17,872

See Accountants' Audit Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2005

RETAINED EARNINGS, January 1, 2004	\$ 106,367
Net Income for the year ended December 31, 2004	<u>2,965</u>
RETAINED EARNINGS, January 1, 2005	109,332
Net Income for the year ended December 31, 2005	17,872
RETAINED EARNINGS, December 31, 2005	<u><u>\$ 127,204</u></u>

See Accountants' Audit Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2005

CASH FLOWS FROM OPERATING ACTIVITIES		
Net Income	\$ 17,872	
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation	13,777	
(Increase) Decrease in Accounts Receivable	(3,564)	
Increase (Decrease) in Accounts Payable	(14,837)	
Increase (Decrease) in Accrued Taxes	723	
Increase (Decrease) in Customer Deposits	253	
Net Cash Provided By Operating Activities	\$ 14,224	\$ 14,224
 CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES		
Principal Paid on Capital Lease	(16,400)	
Advances on Line of Credit	50,000	
Additions to Waterworks System	(66,170)	
Increase in Donated Capital	12,600	
Net Cash Used By Financing Activities	(19,970)	(19,970)
 CASH FLOWS FROM INVESTING ACTIVITIES		
Proceeds of Investment	-	
Net Cash Provided By Investing Activities	-	-
 NET INCREASE IN CASH		
		(5,746)
CASH - January 1, 2005		41,343
CASH - December 31, 2005		\$ 35,597

Cash Flow Disclosures:

Interest Paid:	\$3,346
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See Accountants' Audit Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT

NOTES TO FINANCIAL STATEMENTS

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Dexter-Almo Heights Water District are prepared on the accrual basis of accounting. Therefore, income is recognized as it is earned rather than when cash is received, and expenditures are recognized as incurred rather than when paid in accordance with generally accepted accounting principles.

Cash

For the purposes of the statement of cash flows, all cash investments with an original maturity of three months or less are considered to be cash equivalents.

Accounts Receivable

The District does not have an allowance for doubtful accounts. Instead, the direct write-off method is used and accounts are written-off as they become uncollectible. This method is not expected to differ materially from the allowance method.

Asset Capitalization and Depreciation Expense

The assets purchased by the District are capitalized at cost. Depreciation for these assets is provided using the straight-line method over their estimated useful lives. The estimated useful lives of the assets are as follows:

Waterworks System & Improvements	50 Years
Building	33 Years
Equipment	10 Years
Office Furniture & Equipment	10 Years
Vehicles	10 Years

Income Taxes

As a special taxing district of local government the District is exempt from Federal income tax. Therefore, no provision is made for income tax expense.

Accruals

The District does not compensate for days not worked, therefore no accrual has been made for compensated absences.

Advertising costs are expensed as incurred.

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)**

Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reporting Entity

The Dexter-Almo Heights Water District operates as a proprietary fund, and is considered to be a separate reporting entity, and not a component unit subject to inclusion in the financial statements of any other entity. Criteria considered in determining the reporting entity included; evaluating oversight responsibility, financial interdependency, selection of board members and management personnel, influence over operations, and accountability for fiscal matters.

Fund Accounting

The accounts of the Dexter-Almo Heights Water District are organized using governmental fund accounting, which uses the basis of funds or account groups, each of which is considered a separate reporting entity. The operations of each fund or account group are summarized by providing a separate set of self-balancing accounts which include its assets, liabilities, fund equity, revenues, and expenditures.

The District is considered to be a proprietary fund type, or enterprise fund. An enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including depreciation) of providing water services to the general public on a continuing basis are financed through user charges.

NOTE 2 - PROPERTY, PLANT AND EQUIPMENT

Fixed assets at December 31, 2005, are stated at cost less depreciation as follows:

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Book Value</u>
Waterworks System in Service	\$560,301	\$259,118	\$301,183
Construction in Progress	50,805	0	50,805
Wells (2)	12,424	12,424	0
Building and Improvements	24,038	6,057	17,981
Equipment and Vehicle	17,474	9,610	7,864
Office Furniture & Equipment	4,443	1,413	3,030
TOTALS:	<u>\$669,485</u>	<u>\$288,622</u>	<u>\$380,863</u>

DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)

NOTE 3 – CASH

Cash at December 31, 2005, was fully insured by the FDIC and consisted of the following:

Cash on Hand	\$ 100
The Murray Bank, Revenue Fund – unrestricted	32,885
The Murray Bank, Meter Fund – restricted	<u>2,612</u>
Total:	<u>\$35,597</u>

NOTE 4 – ACCOUNTS RECEIVABLE

Customer accounts receivable at December 31, 2005, amounted to \$18,205. This represents the amount of current December bills and any amount in arrears due from customers.

NOTE 5 – CAPITAL

Donated Capital (formerly Contributions in Aid of Construction) amounting to \$190,625 have been received over the total period of time that the District has been in operation. These advances from customers represent non-refundable contributions for the purpose of offsetting part of the cost of tapping onto the system. Current year contributions amounted to \$12,600.

NOTE 6 - CAPITAL LEASE AGREEMENT

The District entered into a capital lease agreement with the Kentucky Area Development District's Financing Trust for the amount of \$150,000 on June 1, 1999, for the extension of water lines and for the purchase of office equipment and furniture. The economic substance of the lease is that the District is financing the acquisition of the assets through the lease, and accordingly, the lease was capitalized in the District's records.

Payments are due bi-annually on May 20th and November 20th until May 20, 2009.

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)**

NOTE 6 – CAPITAL LEASE AGREEMENT (Continued)

The following is a schedule by years of future principal payments required under the lease:

FYE December 31, 2006	\$ 17,200
FYE December 31, 2007	18,000
FYE December 31, 2008	19,000
FYE December 31, 2009	2,900
Thereafter	<u>0</u>
Total Debt:	\$ 57,100
Less Current Portion:	<u>(17,200)</u>
Total Long-Term Debt:	<u>\$ 39,900</u>

NOTE 7 – LINE OF CREDIT FOR CONSTRUCTION

The District obtained a line of credit in the amount of \$150,000 from The Murray Bank on December 12, 2005 for the purpose of timely paying construction costs related to the Flint Rd/West Fork Rd Water Main Extension project. The project expenses are being reimbursed under a grant from the Kentucky Infrastructure Authority. The Line of Credit matures December 15, 2007 and incurs interest at the rate of 5.5% per annum. As of December 31, 2005 the balance due on the line of credit was \$50,000.

NOTE 8 – ACCRUED TAXES PAYABLE

Accrued Taxes Payable as of December 31, 2005, consisted of the following:

Payroll Taxes	\$ 1,048
Sales Tax	132
Calloway County Board of Education	<u>424</u>
Total Current Liabilities:	<u>\$ 1,604</u>

NOTE 8 - EXTRAORDINARY EXPENSE

During the prior fiscal year the water district elected to demolish an old water tower that has not been in use since the inception of the district in 1964 that has continued to be a liability to the District. The \$1,000 expense is the remainder cost of demolition (contractual services) and was paid during 2005 after satisfactory completion.

**ADDITIONAL REPORTS REQUIRED
BY *GOVERNMENT AUDITING STANDARDS***

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REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Commissioners
Dexter-Almo Heights Water District
Almo, Kentucky 42020

We have audited the financial statements of Dexter-Almo Heights Water District as of and for the year ended December 31, 2005, and have issued our report thereon dated March 24, 2006. We conducted our audit in accordance with United States generally accepted auditing standards and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

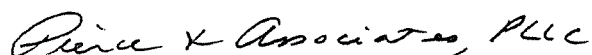
Compliance

As part of obtaining reasonable assurance about whether Dexter-Almo Heights Water District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Dexter-Almo Heights Water District's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing an opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no instances involving the internal control over financial reporting and its operation that we consider to be material weaknesses.

This report is intended for the information of the board of directors and management. However, this report is a matter of public record and its distribution is not limited.



Pierce & Associates, PLLC
Certified Public Accountants

March 24, 2006