

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

**RECEIVED**  
JUN 26 2007  
PUBLIC SERVICE  
COMMISSION

In the matter of:

APPLICATION OF THE BULLOCK PEN WATER )  
DISTRICT FOR A CERTIFICATE OF PUBLIC )  
CONVENIENCE AND NECESSITY TO CONSTRUCT ) Case No. 2007-00260  
A WATER LINE IMPROVEMENT PROJECT )

APPLICATION

The Bullock Pen Water District ("District") pursuant to KRS 278.020 petitions the Public Service Commission ("Commission") for a Certificate of Public Convenience and Necessity to construct a water line extension project. The following information is filed in accordance with the Commission's Regulations:

1. The District's office address is P.O. Box 188, One Farrell Drive, Crittenden, Kentucky 41030. Its principal officers are listed in its 2006 Annual Report which is on file with the Commission.

2. The District is a non-profit water district organized under KRS Chapter 74 and has no separate Articles of Incorporation or By-Laws.

3. A description of the District's water system and its property stated at original cost by accounts is contained in its 2006 Annual Report which is incorporated herein by reference pursuant to 807 KAR 5:001 et seq. All required normal financial schedules and other data are contained in the 2006 Annual Report.

4. The District serves approximately 6,528 residential customers in Grant, Kenton, Pendleton, Boone and Gallatin Counties. The bulk of the District's customers are located in Grant County. The District has a very limited number of non-residential customers.

5. The Phase XI Water Line Extension Project ("Project") consists of the installation of approximately 14.21 miles of 6 inch water line with normal appurtenances (see the attached Preliminary Engineering Report – Exhibit "A" for a more detailed description of the Project).

6. The Project is in the public interest and is required to permit continued growth in the Grant County service area. The Project contemplates service to an additional 34 customers. The total number of potential customers on the roads to be included in the Project exceeds 80. It is anticipated by the District that once construction of the Project begins and existing residential owners in the included Project area recognize that water lines are being installed, a number of additional customers will sign and commit to receiving water service from the proposed Project.

7. The total cost of the Project is approximately \$978,000.00 as set forth in the Final Project Cost (Exhibit "B").

8. The District has obtained all easements required for the Project.

9. The proposed Project will not compete with any other utility in the area.

10. Based upon the following facts, the District believes that it is in the public interest that the Certificate of Public Convenience and Necessity be granted:

- A. The roads and customers to be included in the Project are currently without water service. Residents in the Project area rely exclusively on cistern and delivered water.
- B. The Project represents the final major Water Line Extension Project of the District. Completion of this Project will insure that virtually 100% of residents in Grant County will have access to public water.
- C. The Project will be funded exclusively from approved grants (see paragraph 13J herein) and will not require any additional financial burden on the District and/or its customers.

11. Copies of the certified bid tabulations for the Project are contained in the Final Engineering Report (Exhibit "C").

12. The following information is provided pursuant to 807 KAR 5:001 Section 8 et seq:

- A. Articles of Incorporation – The District is a statutorily created water district under KRS Chapter 74 and does not have Articles of Incorporation.

13. The following information is supplied pursuant to 807 KAR 5:001 Section 9(2) to demonstrate that the Project is in the public interest:

- A. The area scheduled for inclusion in the Project was selected and determined by the District based upon engineering requirements and the District's ability to provide water service to the largest number of customers while constructing the least amount of required improvements.
- B. The completion of the Project will have no adverse effect or impact on the remaining customers of the District nor will the Project adversely affect the District's ability to provide adequate water pressure and water supply to its existing and projected future customers located within the District's geographical boundaries.
- C. No new franchises are required. Copies of all necessary permits are contained in the Final Engineering Report.
- D. Diagrams of the proposed construction and construction specifications are contained in the Plans and Specifications of the District on file with the Commission.
- E. Three (3) Maps of suitable scale showing location of the proposed facilities and water line improvements are filed with this Application (Exhibit "D").
- F. The estimated cost of operation of the system after construction is completed will not change due to the fact that the Project consists of additional water lines. All water meters in the Project are radio read so there will not be any increase in labor expense in the reading of additional meters.
- G. No additional debt or expense will be incurred by the District in that the Project will be financed exclusively from Grants and tap-on fees (see paragraph 13J).

- H. All funds and grants received with respect to the Project will be used in accordance with the Project Budget (see Final Engineering Report, Exhibit "B").
- I. No property will be acquired in connection with this Project.
- J. None of the grant monies or tap-on fees obtained by the District in relation to the Project will be used to fund or otherwise reduce outstanding obligations. The \$978,000.00 Project cost will be funded as follows:
  - i. Environmental Protection Agency United States Government Grant – The District has received a commitment from the Environmental Protection Agency, United States Government ("EPA") in the amount of \$200,000.00. Of the \$200,000.00 grant, \$194,000.00 will be available for construction costs. \$6,000.00 of the \$200,000.00 grant will be distributed to the Commonwealth of Kentucky, Division of Water, for grant administration. The District has entered into a Contract with the EPA for this Grant (Exhibit "E").
  - ii. Kentucky Infrastructure Authority Grant – The District has received a \$750,000.00 grant from the Kentucky Infrastructure Authority ("KIA"). A copy of the District's Grant Assistance Agreement with KIA is attached as Exhibit "F".
  - iii. Tap-On Fees – Currently, the District has received and is holding tap-on fees from potential customers in the Project area in the amount of \$34,000.00 which will be applied to the construction cost. Any additional customer tap-on fees received from new customer in the Project area will be applied to the Project cost, as needed.

14. The District incorporates herein its 2006 Annual Report, a copy of which is on file with the PSC. The 2006 Annual Report provides financial data for the 12 month period ending December 31, 2006. To the extent that the financial data contained in the 2006 Annual Report does not contain financial data for the period ending within ninety (90) days of the filing of the Application, the District would request and move for a deviation from 807 KAR 5:001 et eq. The District states that there has been no change that is material in nature regarding the financial condition or operation of the District since December 31, 2006. The financial data

contained in the 2006 Annual Report is the most recent published financial data available to the District.

15. The District has bid the Project and is under a 90 day bid-hold period by the Contractors. The bid hold period ends August 13, 2007. As such, it is imperative that the Project be approved as quickly as possible in order to avoid the loss of favorable bids received by the District.

16. To the extent that the Project is funded in part by a Federal Grant provided by the EPA, the District would state pursuant to 807 KAR 5:069 the following:

- A. A copy of the Grant Notice of Award with the EPA is attached hereto as Exhibit "E".
- B. A copy of the letter of concurrence in the bid award is incorporated in Exhibit "C".
- C. A copy of the preliminary and final Engineering Reports are contained in Exhibits "A" and "C".
- D. The proposed Plans and Specifications for the Project has been designed to meet the minimum construction and operating requirements as contained in 807 KAR 5:066 Section 4(3) and (4), Section 5(1); Sections 6 and 7; Section 8(1) through (3); Section 9(1); and Section 10.
- E. All required state approvals and permits have been obtained with respect to the Project.
- F. Existing water rates of the District shall produce the total revenue requirements confirmed in the Engineering Report.
- G. Construction on the project will begin immediately upon approval of this Application by the PSC. Construction should end approximately 6 months from commencement.
- H. A one time notice relative to the Project as required by 807 KAR 5:001 Section 2 will be advertised in the *Grant County News*, a newspaper of general circulation in the local service area which will contain the current rates and a brief description of the construction Project (see Exhibit "G" for a copy of the notice which will be published concurrent with the filing

of this Application). A copy of the final Affidavit of Publication will be filed with the PSC upon receipt by the District.

17. The District would request that the PSC expedite the review and approval of the proposed Application for the following reasons:

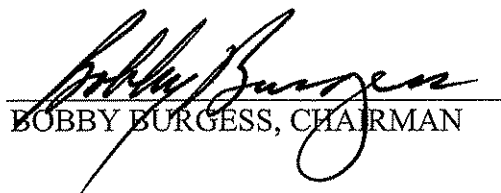
- A. The Project has been in the planning process for a period of approximately two years. Due to the delays in obtaining final approval of the EPA Grant, this Project has been delayed considerably.
- B. The District has received and accepted a bid from Furnish Excavating. This bid is being held on a 90 day bid-hold basis.
- C. In order to insure that construction of the Project is completed and final cleanup is concluded prior to the inclement fall and winter weather, it is imperative that the construction of the Project begin as soon as possible.

WHEREFORE, the Applicant, Bullock Pen Water District, requests that the Public Service Commission of Kentucky grant to the Applicant the following:

- A. A Certificate of Public Convenience and Necessity permitting the Applicant to construct the Phase XI Water Line Improvement Project;
- B. Applicant's Motion for a deviation from the 90 day requirement for financial information was required by 807 KAR 5:001 Section 11;
- C. For an expedited review and approval of the Project;
- D. For any and all other relief to which the Applicant may be entitled.

BULLOCK PEN WATER DISTRICT

BY:

  
BOBBY BURGESS, CHAIRMAN

COMMONWEALTH OF KENTUCKY

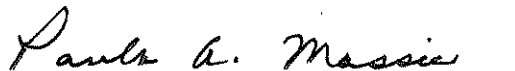
COUNTY OF GRANT

The undersigned, Bobby Burgess being duly sworn, deposes and states that he is the Chairman of the Bullock Pen Water District, Applicant herein, and that he has read the foregoing Application and has noted the contents thereof; that the contents of this Application are true of his own knowledge except as to matters which are therein stated on information or belief, and as to those matters he believes same to be true.


IN TESTIMONY WHEREOF, witness the signature of the undersigned this 25 day of June, 2007.

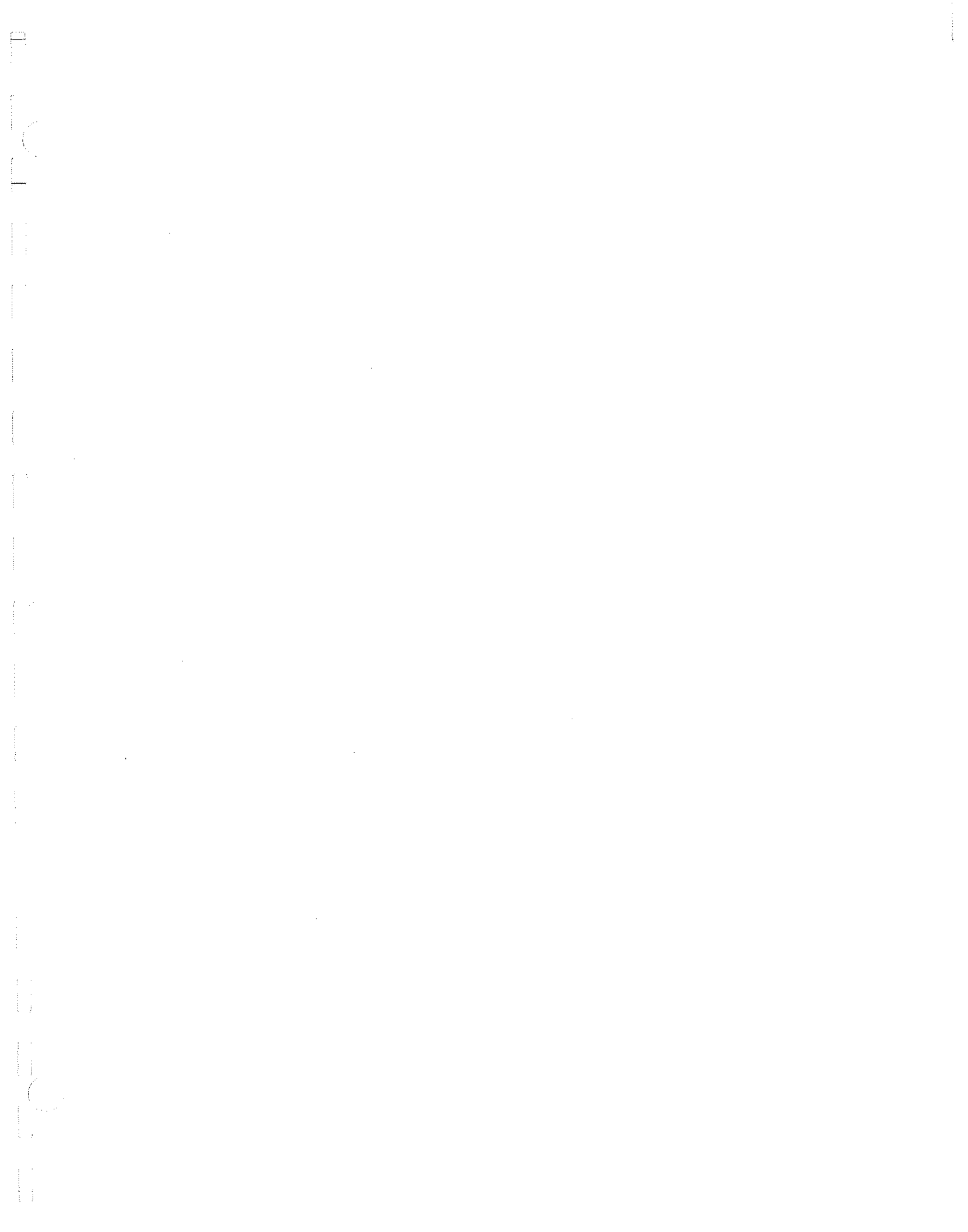
  
BOBBY BURGESS, CHAIRMAN  
BULLOCK PEN WATER DISTRICT

SUBSCRIBED, SWORN TO AND ACKNOWLEDGED before me by Bobby Burgess, Chairman of the Bullock Pen Water District this 25 day of June, 2007.

  
Notary Public  
My Commission Expires: 9-15-07

BERGER, COX & NIENABER, PSC

  
Thomas R. Nienaber - KBA#51820  
401 Madison Avenue  
Covington, KY 41011  
(859) 491-9088





# **EXHIBIT "A"**

**Preliminary Engineering Report**

**Bullock Pen Water Line Extension, Phase 11**

**Bullock Pen Water District**

**By**

**CMW, Inc.  
138 N. Keeneland Drive  
Suite E  
Richmond, KY 40475**

**January, 2005**

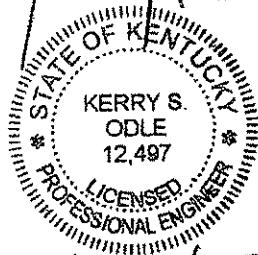
*Kerry S. Odle*  
  
*6/20/07*

Table of Contents:

1. General Description of Project
2. Project Map (County Map)
3. Project Maps (USGS Maps – 12 Sheets)
4. Preliminary Project Summary
5. Preliminary Project Cost
6. Preliminary Construction Cost

### **General Description of Project**

Bullock Pen Water District serves approximately 6,000 customers in Grant, Boone, Kenton, Pendleton and Gallatin Counties. Potable water that supplies the district comes from the Bullock Pen Water Treatment Plant, City of Walton, City of Williamstown and Northern Kentucky Water District.

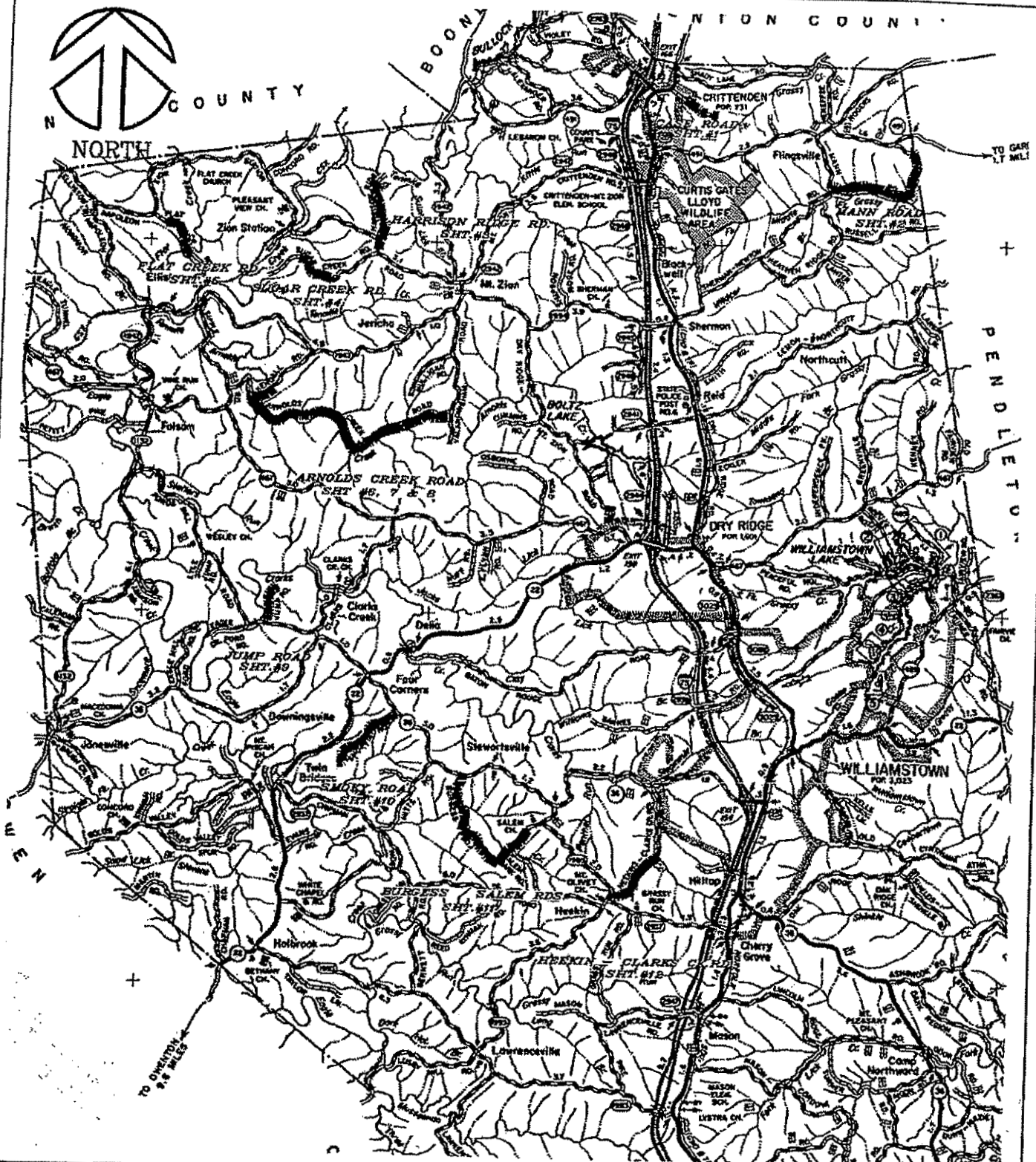
The proposed project will consist of 13.7 miles of water line extension to serve 79 potential customers in Grant County. Project will consist of new water line extensions along Sugar Creek Road, Hekin-Clark Creek Road, Harrison Ridge Road, Salem Road, Flat Creek Road, Arnold Creek Road, Jump Road, Smoky Road, Burgess Road, Case Lane and Mann Road. The potential customers currently use cisterns and bottle water for their water needs.

Preliminary hydraulics have been done for the potential water line extension which shows that the areas can be served by the existing water lines, water storage tanks and master meters.

Funding for project will consist of a potential KIA Grant, EPA Grant, customer tap-on fees and a surcharge loan.

# GRANT COUNTY ROAD MAP

SCALE 1"=2 MILES



# CMW<sup>INC.</sup>

155 N. Knochland Dr., Ste E, Richmond, KY 40475  
 Voice 859.823.2669 Fax 859.823.2680

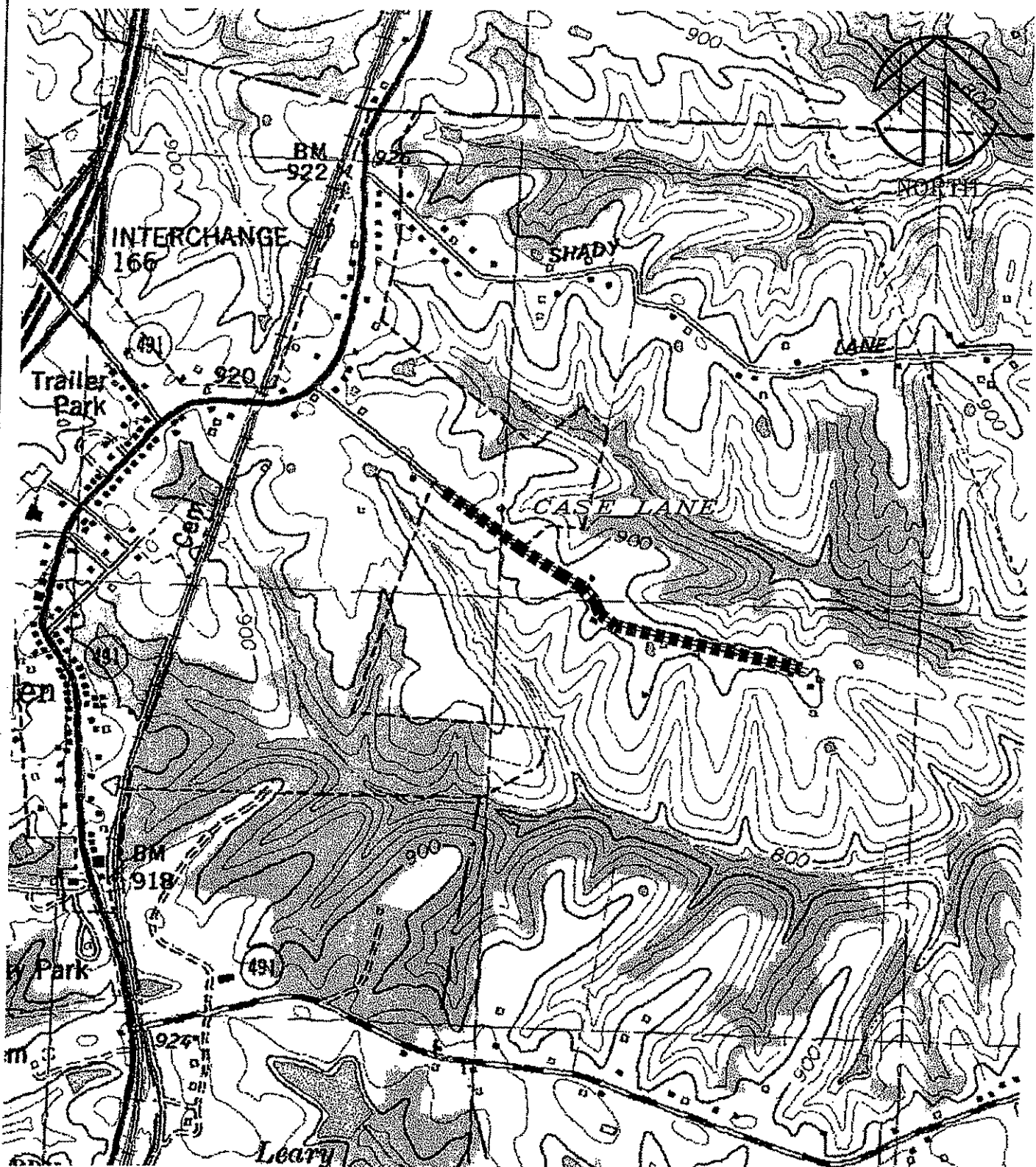
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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

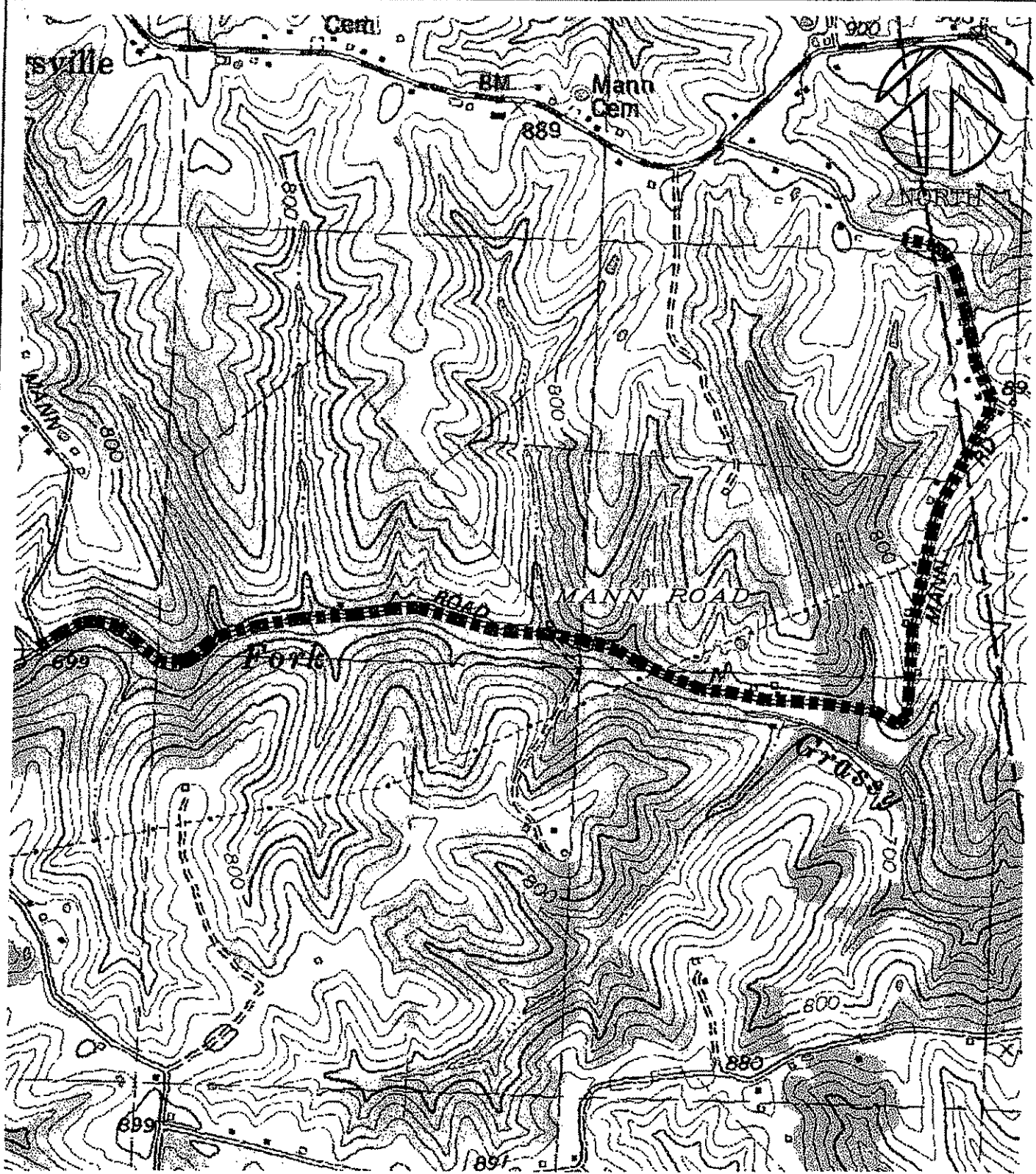
**CMW** inc.

138 N. Keeneland Dr., Ste E, Richmond, KY 40475  
 Voice 858.623.2993 Fax 858.823.0858

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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

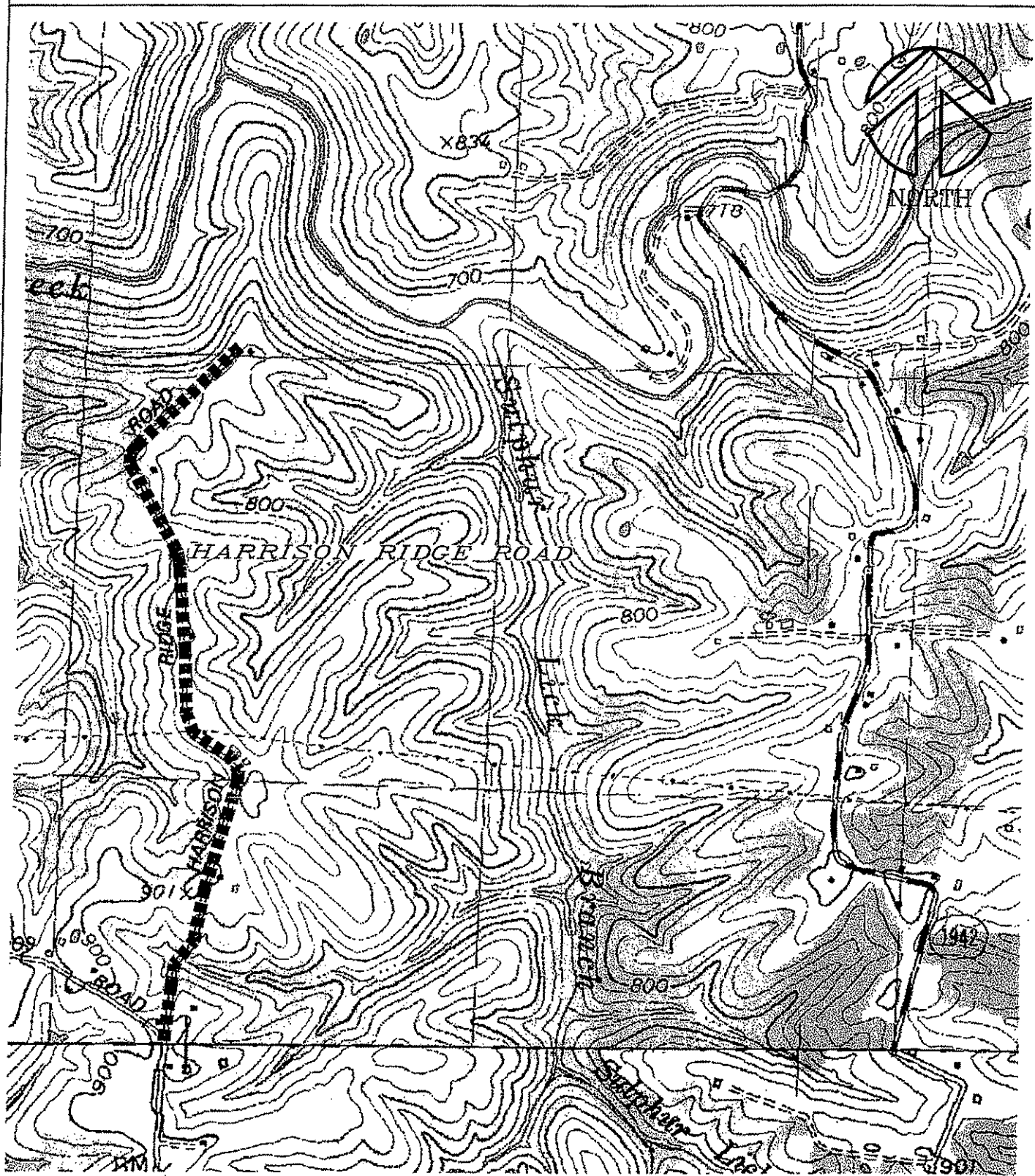
**CMW** inc.

188 N. Keeneland Dr., Ste E. Richmond, KY 40475  
 Voice 859.823.2900 Fax 859.823.0690

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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

**CMW** inc.

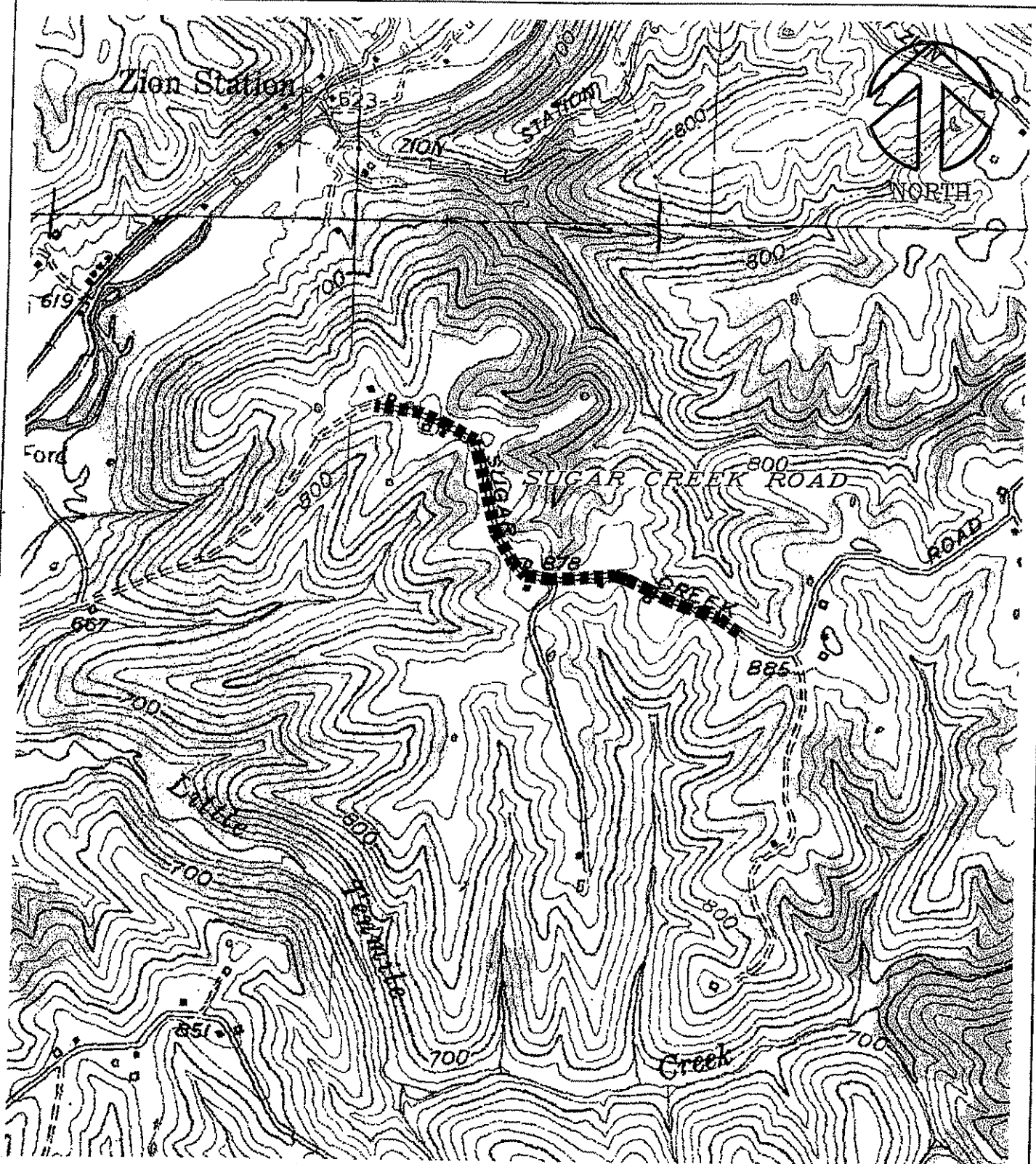
139 N. Koenigsland Dr., Ste E, Richmond, KY 40475  
 Voice 859.823.2398 Fax 859.823.0850

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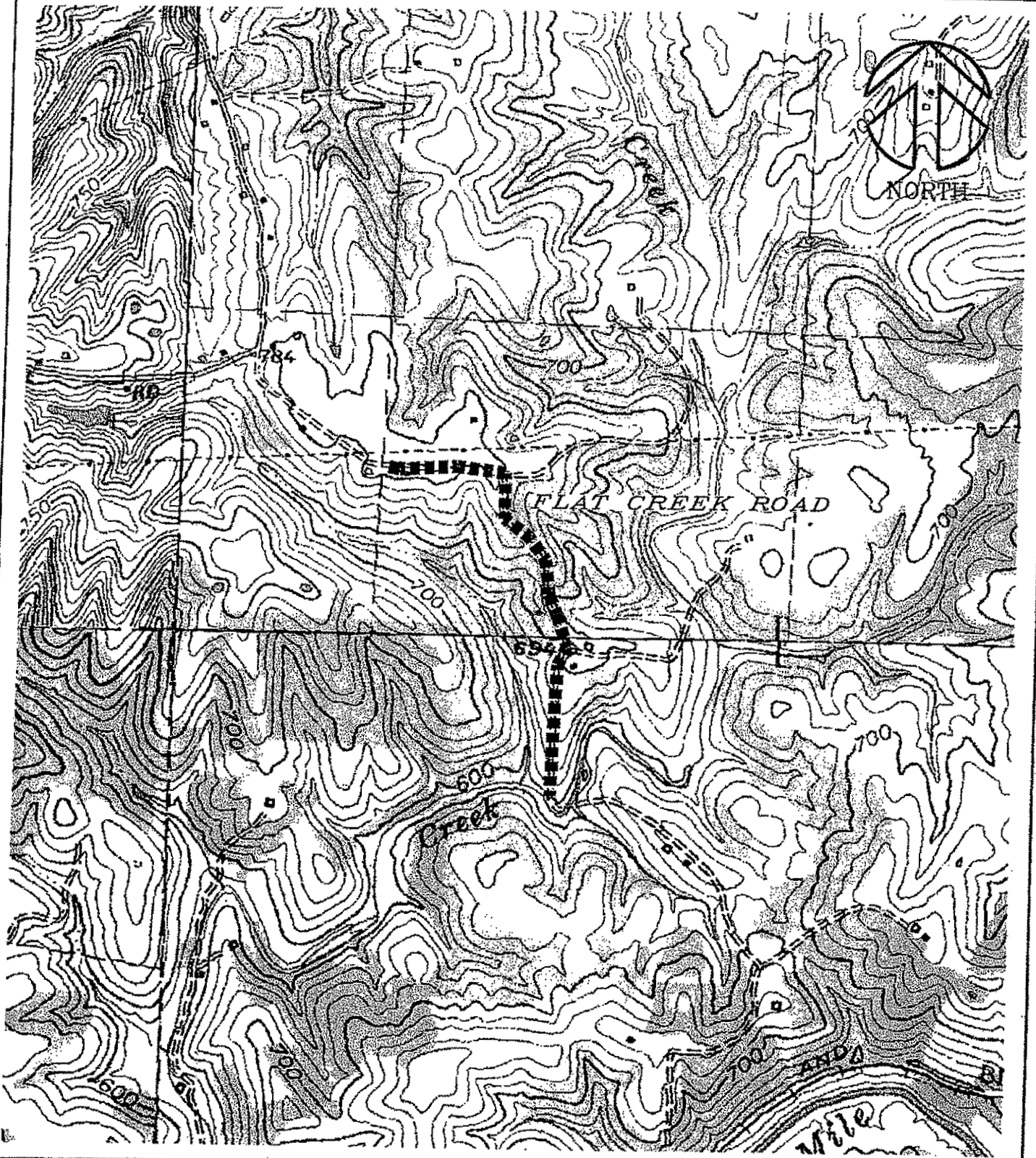


USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

**CMW** inc.  
138 N. Keeneland Dr., Ste E, Richmond, KY 40475  
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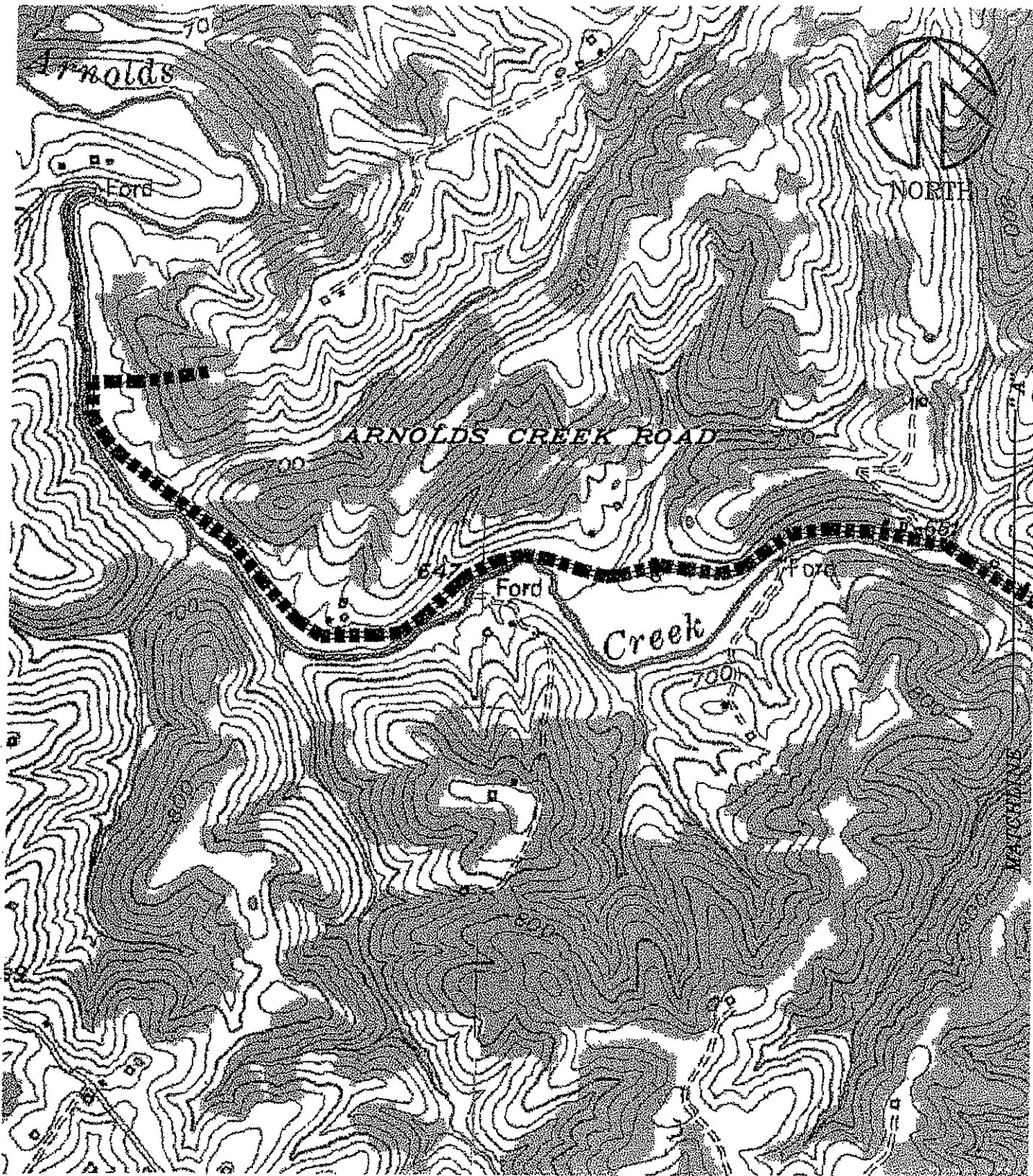


USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

**CMW** inc.  
 188 N. Koonsford Dr., Ste E, Richmond, KY 40475  
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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

**CMW** inc.  
138 N. Keeneland Dr., Ste E, Richmond, KY 40475  
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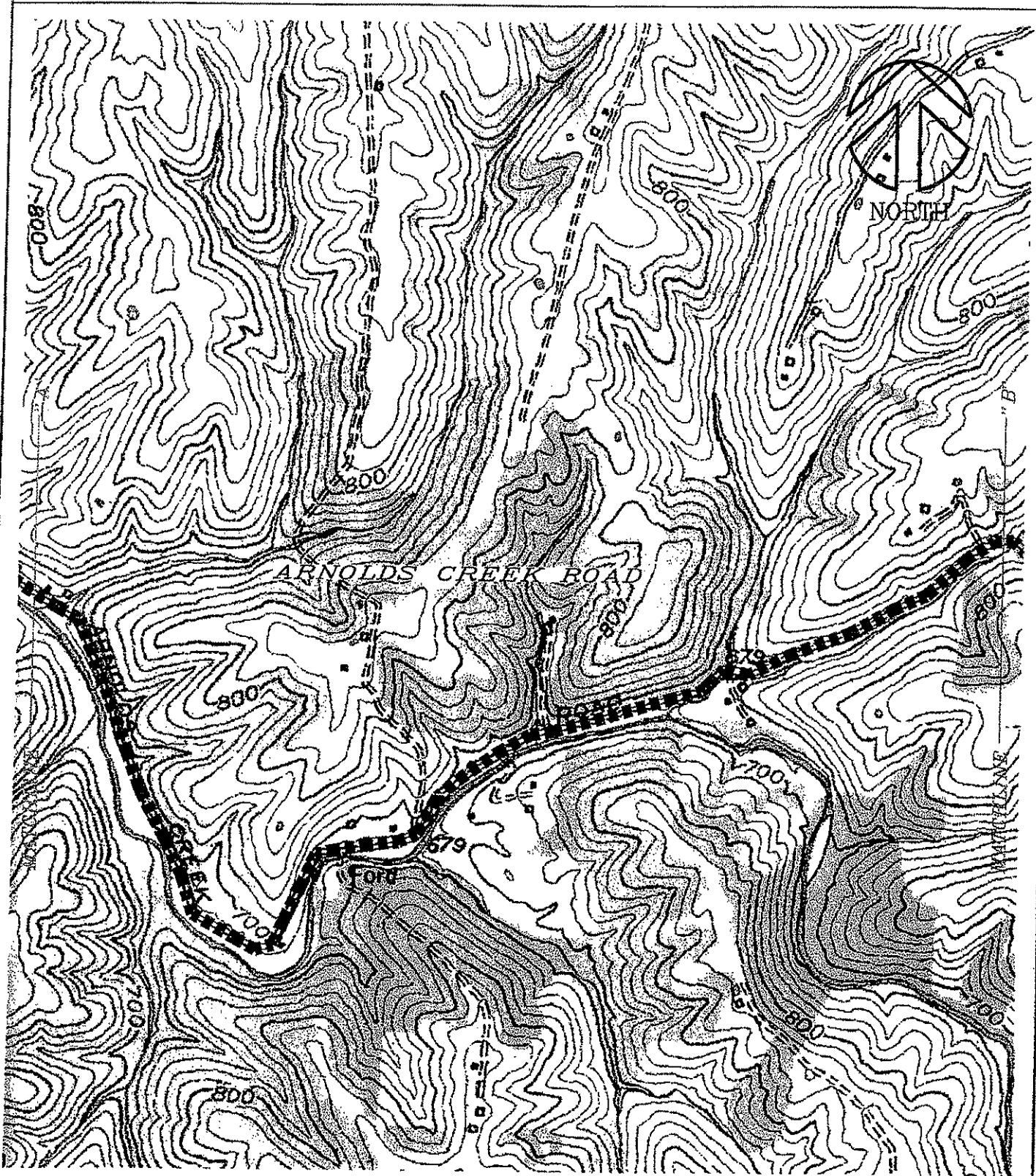
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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

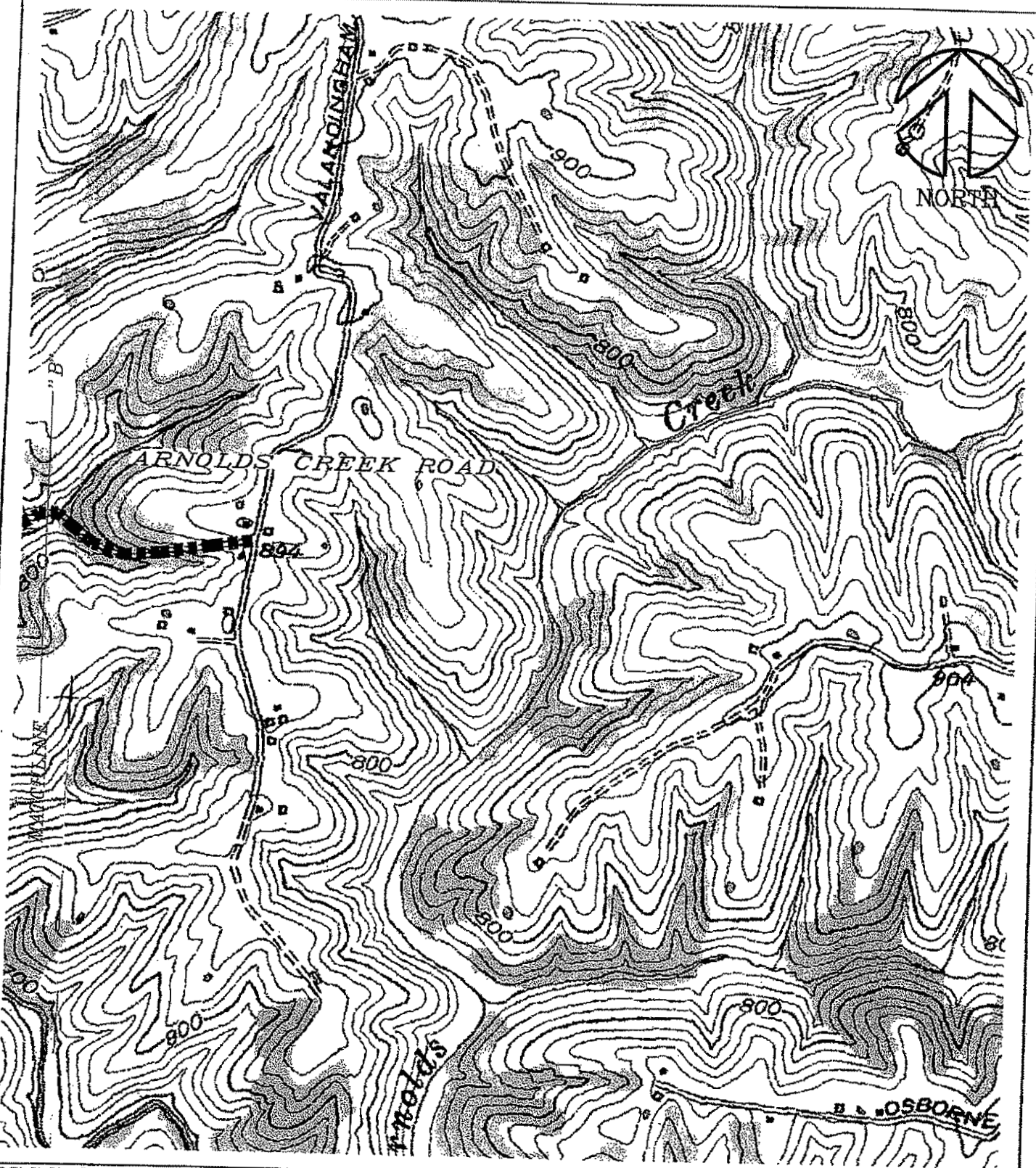
**CMW** inc.

188 N. Keeneland Dr., Ste E, Richmond, KY 40475  
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USGS MAP

WATERLINE EXTENSION  
BULLOCK PEN WATER DISTRICT  
GRANT COUNTY, KENTUCKY

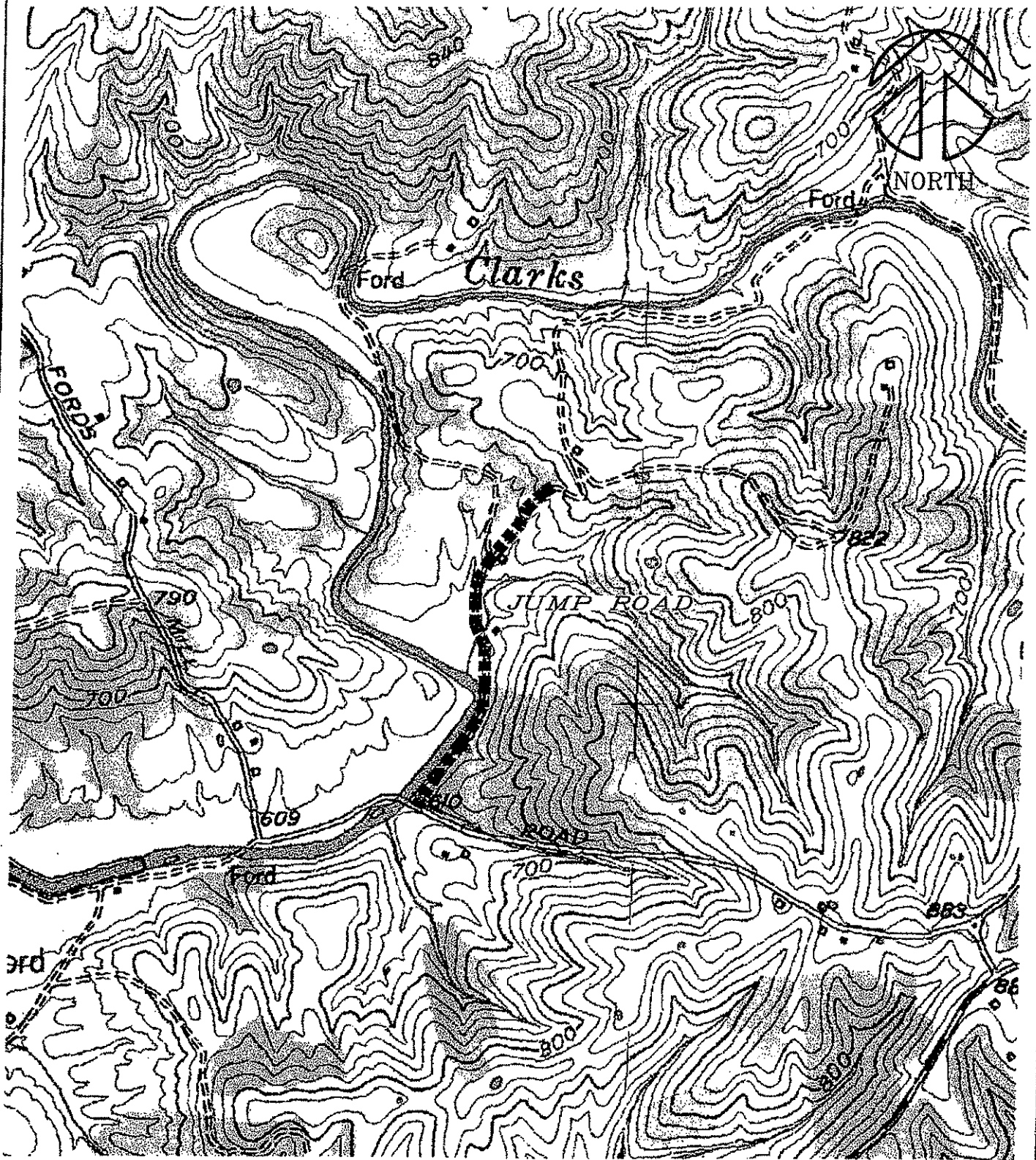
**CMW** inc.

130 N. Keesler Dr., Ste E, Richmond, KY 40475  
Voice 606.623.2960 Fax 606.623.0666

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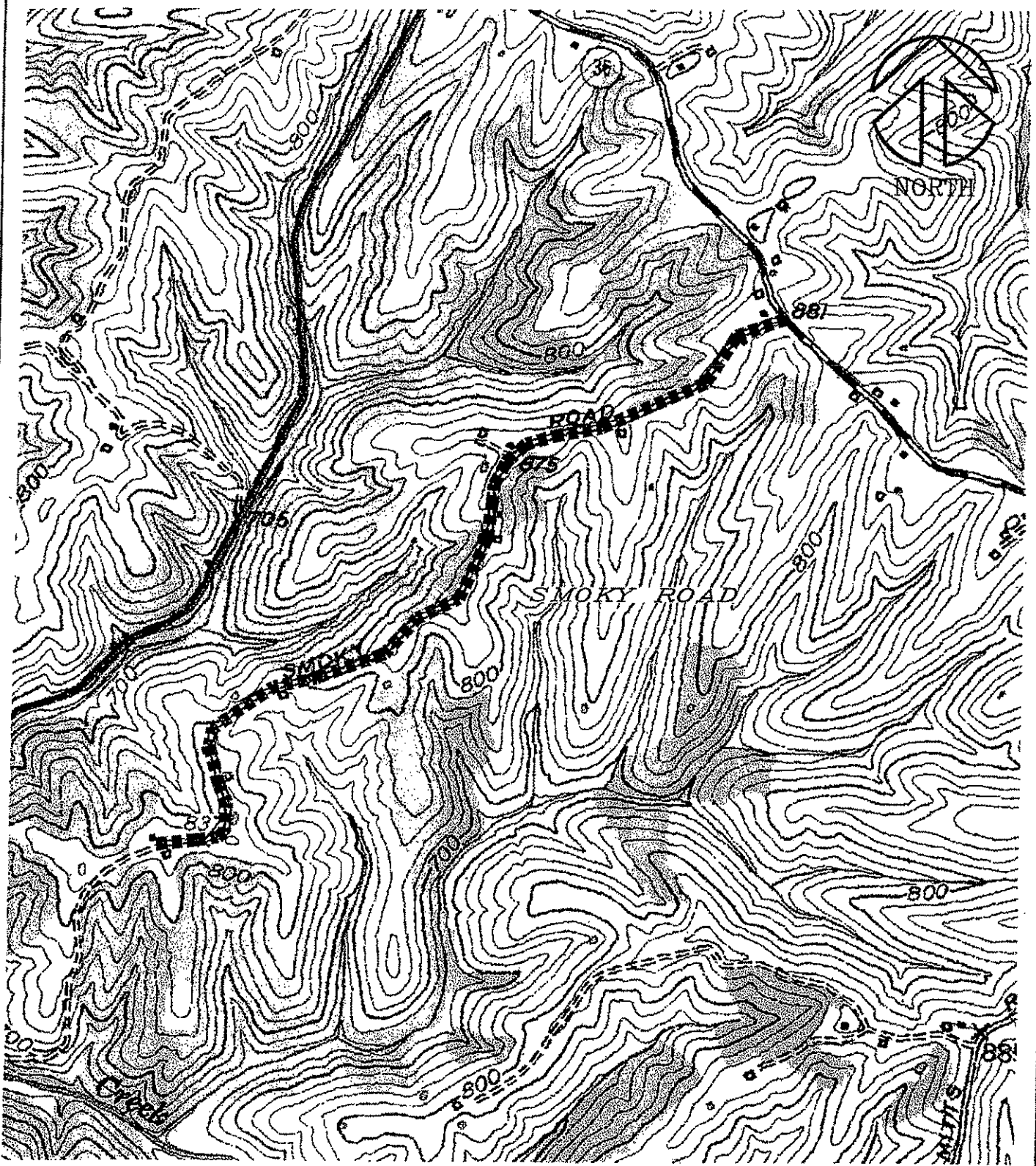


USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

**CMW** inc.  
133 N. Koensland Dr., Ste E, Richmond, KY 40475  
 Voice 859.623.2966 Fax 859.623.0583

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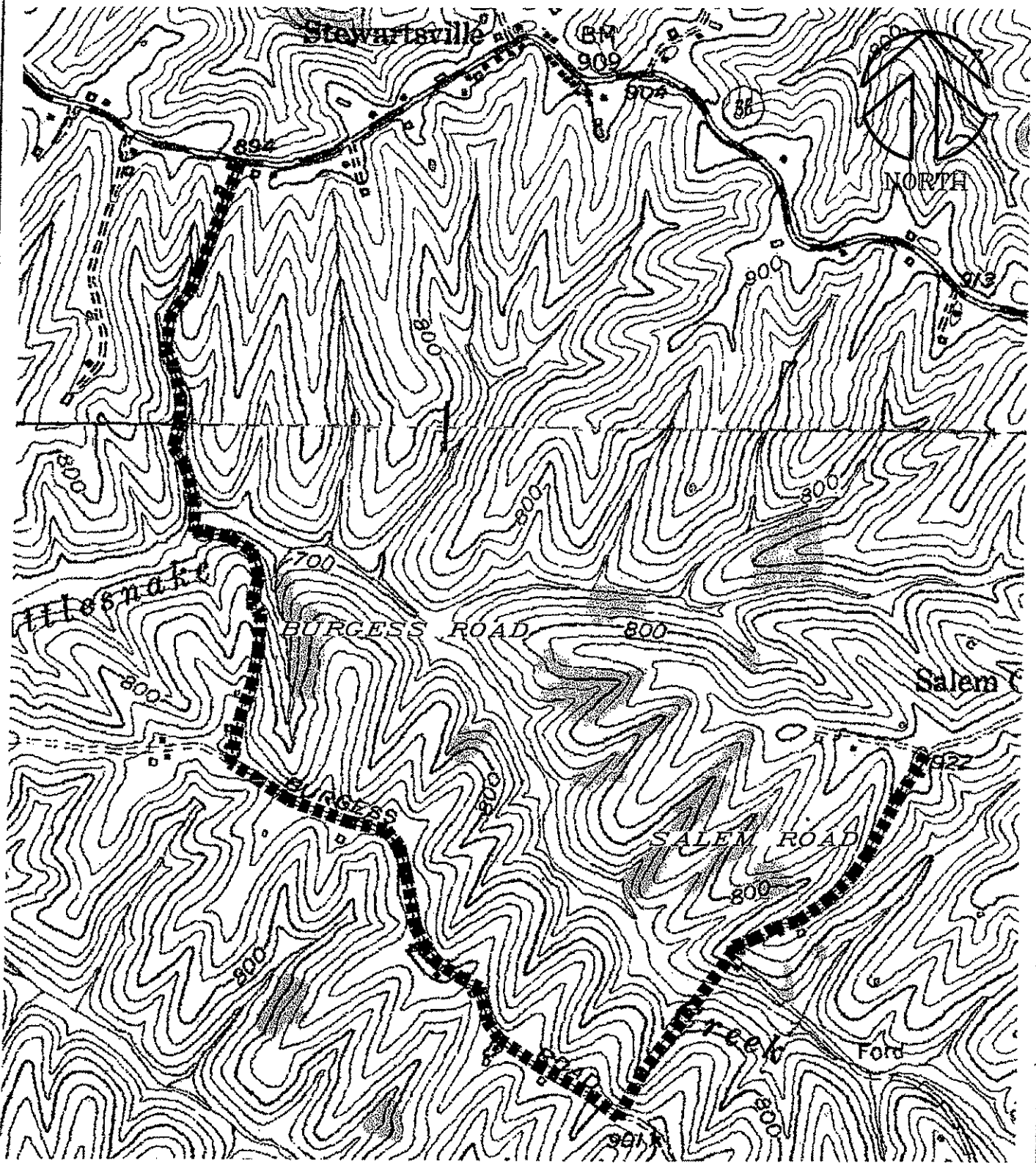
USGS MAP  
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 GRANT COUNTY, KENTUCKY

**CMW** inc.  
155 N. Koonsland Dr., Ste E, Richmond, KY 40475  
 Voice 502.629.2200 Fax 502.629.0688

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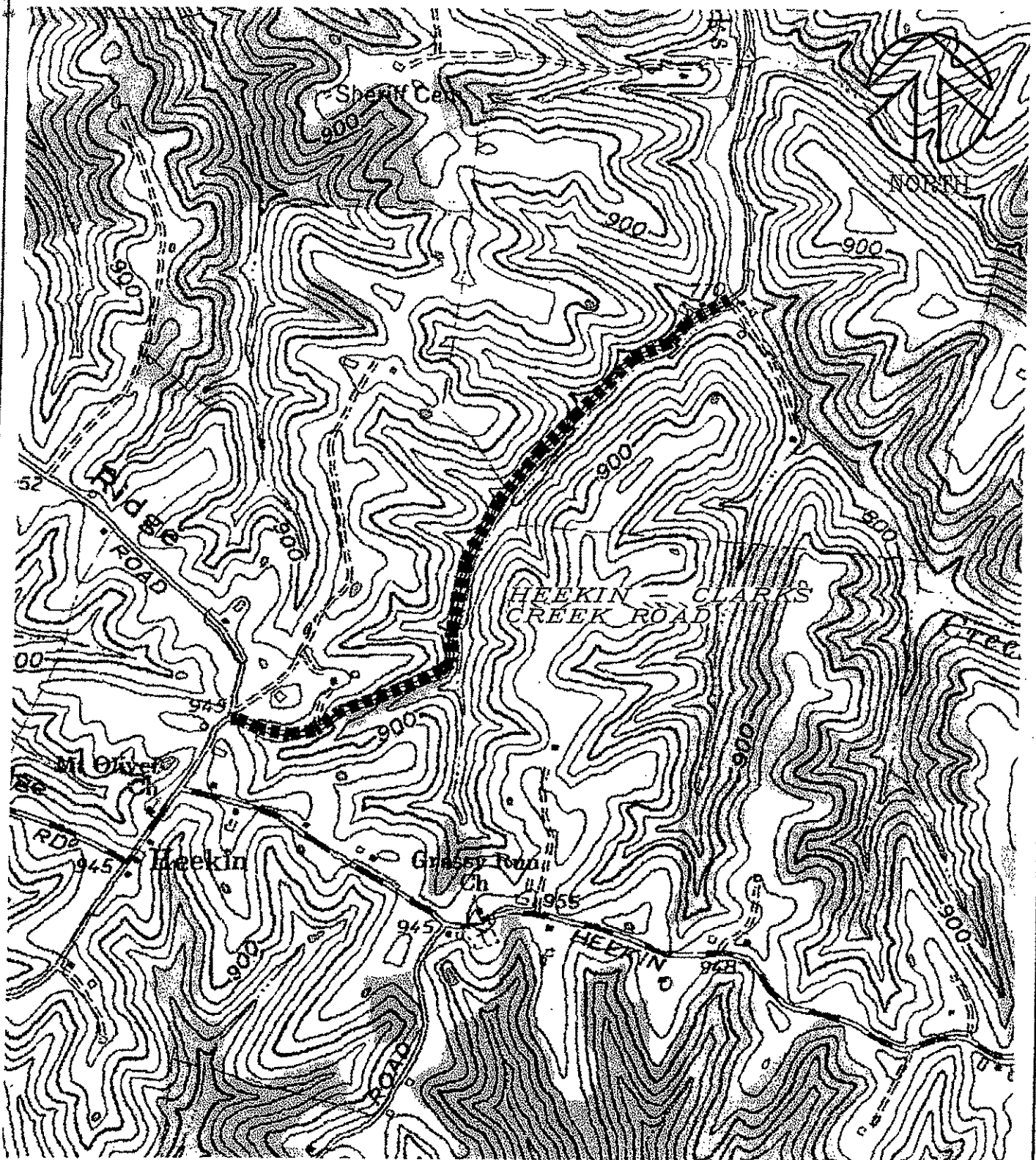
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 GRANT COUNTY, KENTUCKY

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138 N. Koppeland Dr. Ste E. Richmond, KY 40475  
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USGS MAP  
 WATERLINE EXTENSION  
 BULLOCK PEN WATER DISTRICT  
 GRANT COUNTY, KENTUCKY

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**Summary of Project  
Water Line Extension, Phase 11  
Grant County  
Bullock Pen Water District  
January 25, 2005 (Revised)**

	<u>Road</u>	<u>Customers</u>	<u>Length</u>	<u>Construction Cost</u>
1.	Sugar Creek	4	0.65 mi.	\$35,390
2.	Hekin-Clark Creek Road	3	1.0 mi.	\$59,405
3.	Harrison Ridge Road	9	1.15 mi	\$65,885
4.	Salem Road	1	.8 mi.	\$45,600
5.	Flat Creek	7	0.45 mi.	\$29,570
6.	Arnold Creek	17	3.85 mi.	\$215,041
7.	Jump Road	3	0.45 mi.	\$30,180
8.	Smoky Road	6	1.3 mi.	\$68,965
9.	Burgess Road	7	1.7 mi.	\$95,620
10.	Case Lane	5	0.45 mi.	\$26,390
11.	Mann Road	<u>17</u>	<u>1.9 mi.</u>	<u>\$119,995</u>
<b>Total:</b>		<b>79</b>	<b>13.7 mi.</b>	<b>\$792,041</b>

**Preliminary Project Cost  
Water Line Extension, Phase 11  
Bullock Pen Water District  
January 25, 2005**

1.	Construction Cost	\$792,041
2.	Legal Expense	\$7,000
3.	Easements	\$15,000
4.	Preliminary Engineering	\$5,000
5.	Engineering Design	\$67,086
6.	Resident Inspection	\$38,176
7.	Loan Expenses	\$5,000
8.	Contingency	<u>\$55,697</u>

**Total Preliminary Project Cost: \$985,000**

**Preliminary Opinion of Construction Cost  
Water Line Extension Phase 11  
Bullock Pen Water District  
January 25, 2005**

Sugar Creek

1.	6" PVC Cl 200 Water Line 3,400 LF @ \$7.35/LF	\$24,990
2.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 2 EA @ \$450/EA	\$900
4.	Fire Hydrant 2 EA @ \$2,400/EA	\$4,800
5.	Meters with Service Piping 4 EA @ \$800/EA	<u>\$3,200</u>
	<b>Subtotal:</b>	<b>\$35,390</b>

Hekin-Clark Creek Road

1.	6" PVC Cl 200 Water Line 5,300 LF @ \$7.35/LF	\$38,955
2.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 4 EA @ \$450/EA	\$1,800
4.	Fire Hydrant 3 EA @ \$2,400/EA	\$7,200
5.	Bore with Steel Encasement 30 LF @ \$85/LF	\$2,550

6.	Creek Crossing 1 EA @ \$5,000/EA	\$5,000
7.	Meters with Service Piping 3 EA @ \$800/EA	<u>\$2,400</u>
	<b>Subtotal:</b>	<b>\$59,405</b>

Harrison Ridge Road

1.	6" PVC CI 200 Water Line 6,100 LF @ \$7.35/LF	\$44,835
2.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 4 EA @ \$450/EA	\$1,800
4.	Fire Hydrant 3 EA @ \$2,400/EA	\$7,200
5.	Air Relief Valve 2 EA @ \$400/EA	\$800
6.	Bore with Steel Encasement 30 LF @ \$85/LF	\$2,550
7.	Meters with Service Piping 9 EA @ \$800/EA	<u>\$7,200</u>
	<b>Subtotal:</b>	<b>\$65,885</b>

Salem Road

1.	6" PVC CI 200 Water Line 3,400 LF @ \$7.35/LF	\$24,990
2.	6" PVC CI 250 Water Line 800 LF @ \$7.70/LF	\$6,160
3.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
4.	6" Gate Valve 3 EA @ \$450/EA	\$1,350

5.	6" Gate Valve with Bypass Meter 1 EA @ \$750/EA	\$750
6.	Fire Hydrant 2 EA @ \$2,400/EA	\$4,800
7.	Creek Crossing 1 EA @ \$6,000/EA	\$6,000
8.	Meter with Service Piping 1 EA @ \$800/EA	<u>\$800</u>
Subtotal:		\$45,600

Flat Creek

1.	6" PVC CI 200 Water Line 600 LF @ \$7.35/LF	\$4,410
2.	6" PVC CI 250 Water Line 800 LF @ \$7.70/LF	\$6,160
3.	6" PVC C-900 Water Line 1,000 LF @ \$8.20/LF	\$8,200
4.	Connection to Existing Water Line 1 EA @ \$1,500/EA	\$1,500
5.	6" Gate Valve 2 EA @ \$450/EA	\$900
6.	Air Relief Valve 1 EA @ \$400/EA	\$400
7.	Fire Hydrant 1 EA @ \$2,400/EA	\$2,400
8.	Meters with Service Piping 7 EA @ \$800/EA	<u>\$5,600</u>
Subtotal:		\$29,570

Arnold Creek

1.	6" PVC Water Main CI 250 5,530 LF @ \$7.70/LF	\$42,581
2.	6" PVC C-900 Water Main 14,800 LF @ \$8.20/LF	\$121,360
3.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
4.	6" Gate Valve 10 EA @ \$450/EA	\$4,500
5.	Fire Hydrant 10 EA @ \$2,400/EA	\$24,000
6.	Bore with Steel Encasement 24 LF @ \$85/LF	\$2,040
7.	Open Cut with PVC Encasement 182 LF @ \$30/LF	\$5,460
8.	Meters with Service Piping 17 EA @ \$800/EA	<u>\$13,600</u>
	<b>Subtotal:</b>	<b>\$215,041</b>

Jump Road

1.	6" PVC Water Main C-900 2,400 LF @ \$8.20/LF	\$19,680
2.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 2 EA @ \$450/EA	\$900
4.	6" Gate Valve with Bypass Meter 1 EA @ \$750/EA	\$750
5.	Fire Hydrant 1 EA @ \$2,400	\$2,400

6.	Bore with Steel Encasement 30 LF @ \$85/LF	\$2,550
7.	Meter with Service Piping 3 EA @ \$800/EA	<u>\$2,400</u>
	<b>Subtotal:</b>	<b>\$30,180</b>

Smokey Road

1.	6" PVC Water Main CI 200 6,900 LF @ \$7.35/LF	\$50,715
2.	Connection to Existing Water Line 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 4 EA @ \$450/EA	\$1,800
4.	Air Relief Valve 1 EA @ \$400/EA	\$400
5.	Fire Hydrant 3 EA @ \$2,400/EA	\$7,200
6.	Bore with Steel Encasement 30 LF @ \$85/LF	\$2,550
7.	Meter with Service Piping 6 EA @ \$800/EA	<u>\$4,800</u>
	<b>Subtotal:</b>	<b>\$68,965</b>

Burgess Road

1.	6" PVC Water Main CI 200 7,800 LF @ \$7.35/LF	\$57,330
2.	6" PVC Water Main CI 250 1,200 LF @ \$7.70/LF	\$9,240
3.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
4.	6" Gate Valves 5 EA @ \$450/EA	\$2,250



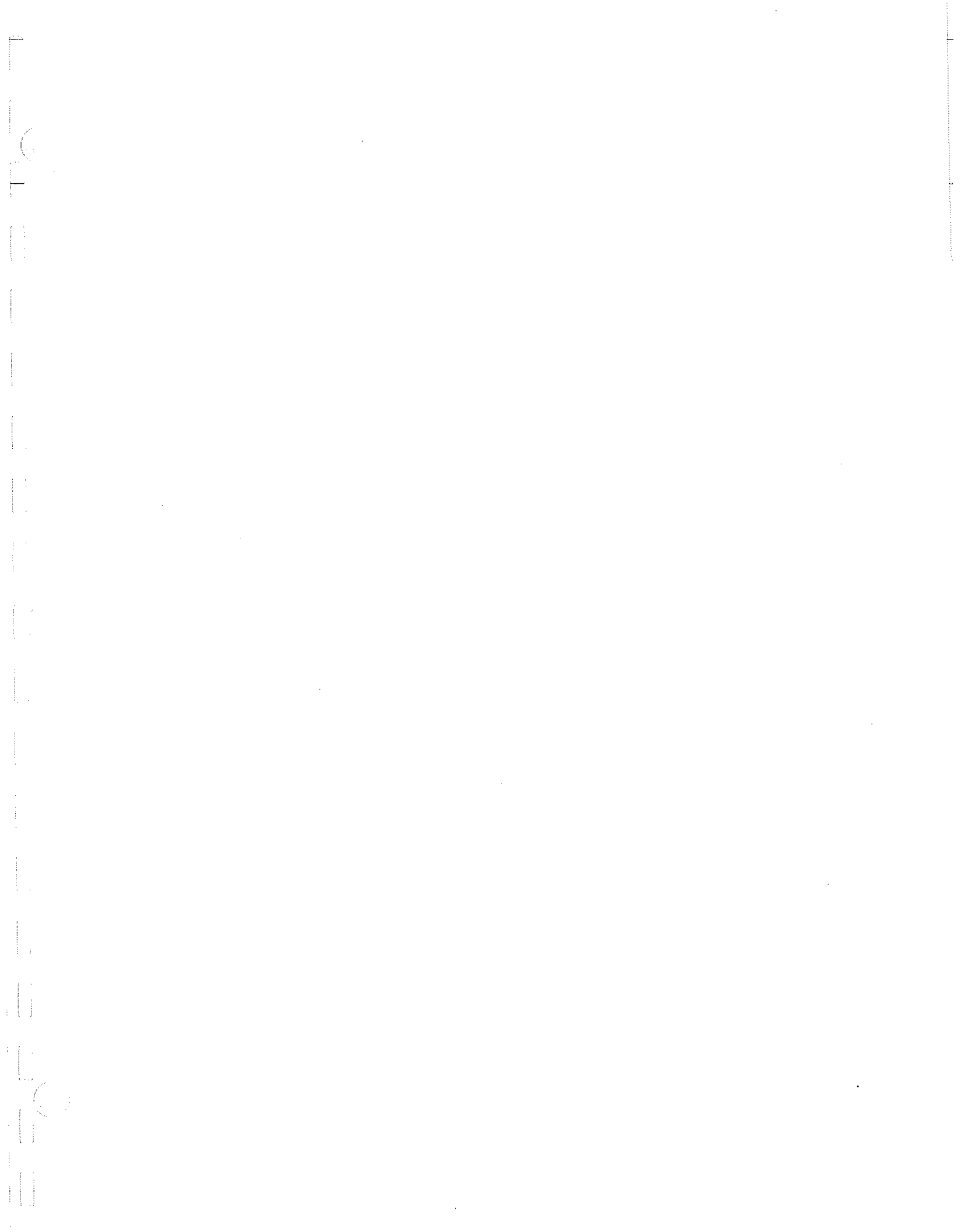
5.	6" Gate Valve with Bypass Meter 1 EA @ \$750/EA	\$750
6.	Air Relief Valve 2 EA @ \$400/EA	\$800
7.	Fire Hydrant 4 EA @ \$2,400/EA	\$9,600
8.	Bore with Steel Encasement 30 LF @ \$85/LF	\$2,550
9.	Creek Crossing 1 EA @ \$6,000/EA	\$6,000
10.	Meters with Service Piping 7 EA @ \$800/EA	<u>\$5,600</u>
	<b>Subtotal:</b>	<b>\$95,620</b>

Case Lane

1.	6" PVC Water Main CI 200 2,400 LF @ \$7.35/EA	\$17,640
2.	Connection to Existing Water Main 1 EA @ \$1,500/EA	\$1,500
3.	6" Gate Valve 1 EA @ \$450/EA	\$450
4.	Air Relief Valve 1 EA @ \$400/EA	\$400
5.	Fire Hydrant 1 EA @ \$2,400	\$2,400
6.	Meters with Service Piping 5 EA @ \$800/EA	<u>\$4,000</u>
	<b>Subtotal:</b>	<b>\$26,390</b>

Mann Road

1.	6" PVC Water Main Class 200 2,300 LF @ \$7.35/LF	\$16,905
2.	6" PVC Water Main Cl 250 4,900 LF @ \$7.70/LF	\$37,730
3.	6" PVC Water Main C-900 2,800 LF @ \$8.20/LF	\$22,960
4.	Connection to Existing Water Main 2 EA @ \$1,500/EA	\$3,000
5.	6" Gate Valves 6 EA @ \$450/EA	\$2,700
6.	Air Relief Valve 1 EA @ \$400	\$400
7.	Fire Hydrant 4 EA @ \$2,400/EA	\$9,600
8.	Bore with Steel Encasement 60 LF @ \$85/LF	\$5,100
9.	Creek Crossing 2 EA @ \$4,000/EA	\$8,000
10.	Meters with Service Piping 17 EA @ \$800/EA	<u>\$13,600</u>
	<b>Subtotal:</b>	<b>\$119,995</b>
	<b>Total Estimated Construction Cost:</b>	<b>\$792,041</b>



# **EXHIBIT "B"**

**Project Summary**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**(Revised 6/19/07) \***

<u>Location</u>	<u>Length</u>	<u>Customers</u>	<u>Bid</u>
1. Base Bid Including Mann Road, Harrison Ridge, Flat Creek, Smokey Road, Burgess, Salem Roads and Hekin-Clarks Creek	8.34 mi.	26	\$459,948
2. Case Lane	0.44 mi.	1	\$23,673
3. Sugar Creek	1.22 mi.	1	\$52,067
4. Arnolds Creek	3.87 mi.	3	\$205,374
5. Campbell Branch	<u>0.34 mi.</u>	<u>3</u>	<u>\$22,573</u>
Total:	14.21	34	\$763,635

\* Jamison Road was deleted from the project.

**Project Cost**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**  
**(Revised 6/19/07) \***

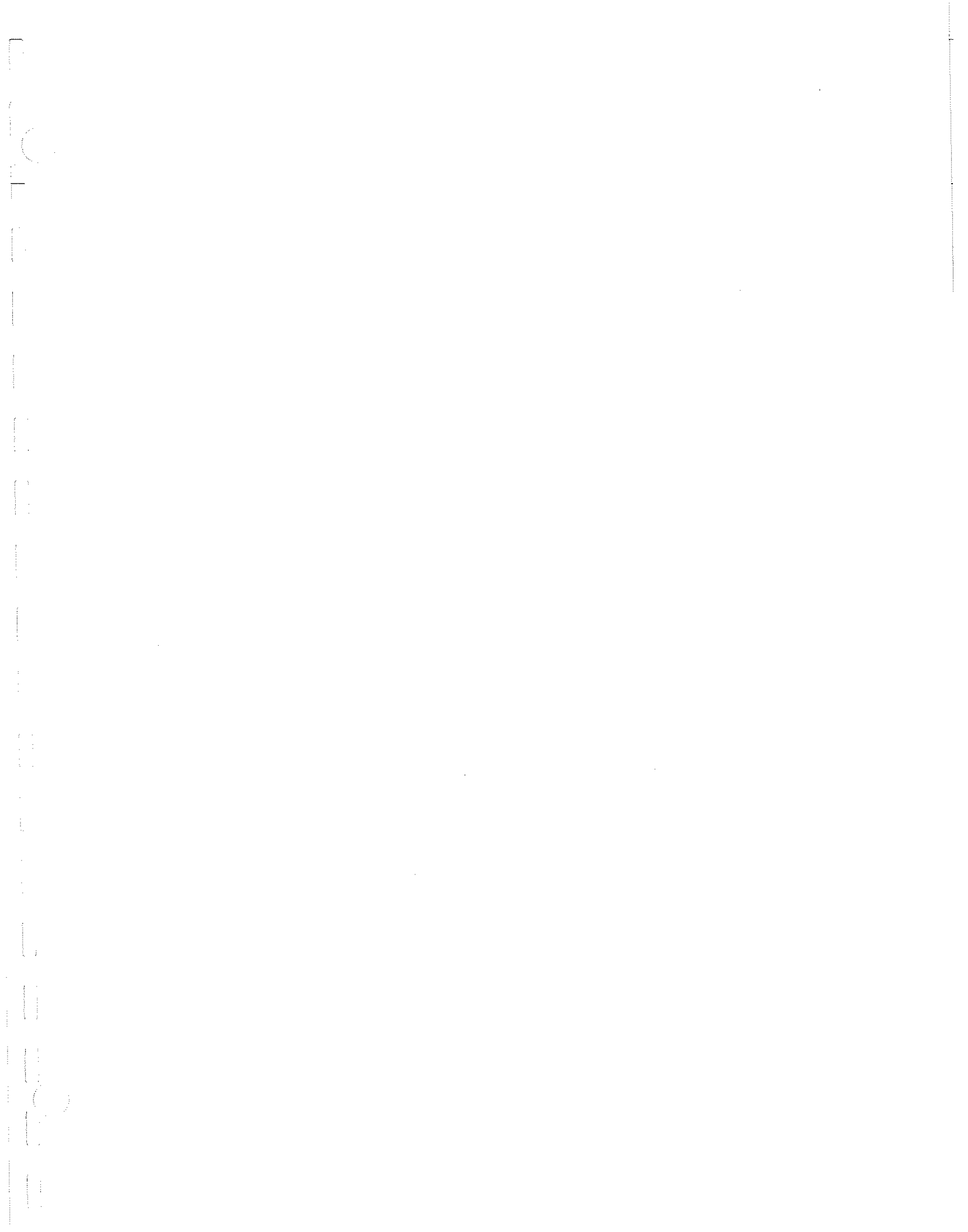
1. Construction Cost (Base Bid)	\$459,948
2. Construction Cost (Alternate Bids)	\$303,687
3. Legal Expense	\$7,000
4. Easements	\$15,000
5. Preliminary Engineering	\$5,000
6. Engineering Design	\$60,526
7. Contract Administration	\$14,188
8. Resident Inspection	\$46,964
9. Contingency	\$55,687
10. Grant Administration	<u>\$10,000</u>
<b>Total Project Cost:</b>	<b>\$978,000</b>

**Funding**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**

1. EPA Grant	\$194,000
2. KIA Grant	\$750,000
3. Tap-on Fees **	<u>\$34,000</u>
<b>Total Funding:</b>	<b>\$978,000</b>

\*Jamison Road water line was deleted from project.

\*\*Meter tap-on fees from Jamison Road were deducted.



# **EXHIBIT "C"**



**Final Engineering Report**

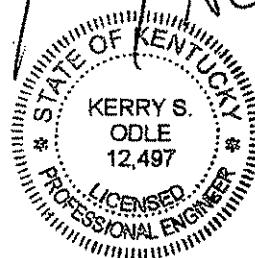
**Bullock Pen Water Line Extension, Phase 11**

**Bullock Pen Water District**

**By**

**CMW, Inc.  
138 N. Keeneland Drive  
Suite E  
Richmond, KY 40475**

**June, 2007**



6/20/07

**Table of Contents:**

1. Bid Advertisement
2. Bid Tabulation
3. Minutes of Bid Opening
4. Engineer's Recommendation
5. Bid of Low Bidder
6. Letter Relating to Grant County Fiscal Court Meeting
7. Revised Project Summary
8. Revised Project Cost and Funding
9. Division of Water Approval Letters
10. Project Map

**ADVERTISEMENT FOR BIDS**

Bullock Pen Water District and  
Grant County Fiscal Court

Separate sealed BIDS for Water Line Extension, Phase 11, Grant County will be received by the Owner at the office of Bullock Pen Water District, Crittenden, Kentucky, until 2:00 p.m. EDT on Tuesday, May 15, 2007 and then publicly opened and read aloud.

Construction of base bid shall consist of approximately 75,080 LF of 6" PVC water line, 3,180 LF of 6" DI water line, 48 gate valves, 36 fire hydrants, 3 blow-off hydrants, 204 LF of bores with steel encasement, 13 air relief valves, 45 meters with service piping, 2 creek crossing valves, 136 LF creek crossing, 133 LF of freebore, and all other necessary appurtenances.

The CONTRACT DOCUMENTS may be examined at the following locations:

CMW, Inc., 138 N Keeneland Drive, Suite E, Richmond, KY  
Bullock Pen Water District, 1 Farrell Drive, Crittenden, KY  
Associated General Contractors/McCraw Hill/Dodge Plan Room, 950 Contract Street, Suite 100A, Lexington, KY  
Associated General Contractors/McCraw Hill Plan Room, 922 North Main Street, 2<sup>nd</sup> Floor, London, KY  
Allied Construction Industries, 1010 Yale Avenue, Cincinnati, OH  
Reed Construction Data/ABC Plan Room, 1812 Taylor Avenue, Louisville, KY  
Reed Construction Data/ABC Plan Room, 2020 Liberty Road, Suite 110, Lexington, KY  
F. W. Dodge Plan Room, Grant Baldwin Building, 655 Eden Park Road, Suite 515, Cincinnati, OH 45202

Copies of the CONTRACT DOCUMENTS may be obtained from Lynn Imaging, 328 Old East Vine Street, Lexington, KY 40507, phone 859\255-1021 upon the following non-refundable payment of \$75.00 for each set. Make checks payable to CMW, Inc.

If bidding documents are requested to be sent by mail, include an additional \$11.00 for each set to cover cost of handling and postage. This check shall be made payable to Lynn Imaging.

The Owner reserves the right to waive any informalities or to reject any or all bids.

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

No bidder may withdraw his bid within 90 days after the actual date of the opening thereof.

Award will be made to the lowest responsive, responsible Bidder unless all bids are rejected.

Each bidder will make positive efforts to use small, minority, woman owned and disadvantaged businesses.

Each bidder must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, and Contract Work Hours Standard Act.

Each bidder must comply with the President's Executive Order No. 11246 as amended, which prohibits discrimination in employment regarding race, creed, color, sex or national origin.

Each bidder shall provide a Certification of Prior Work under Executive Order 11246 (Equal Employment Opportunity) as amended.

Each bidder and their subcontractors will comply with 41 CFR 60-4, in regard to Affirmative Action, to insure equal opportunity to females and minorities and will apply the time table and goal set forth in 41 CFR 60-4.

This contract is being funded in part with a EPA Special Appropriations Grant.

April 12, 2007 & April 26, 2007

Date

BULLOCK PEN WATER DISTRICT  
CRITTENDEN, KENTUCKY

GRANT COUNTY FISCAL COURT  
WILLIAMSTOWN, KENTUCKY

CMW, INC.  
138 NORTH KEENELAND DRIVE  
SUITE E  
RICHMOND, KENTUCKY



Bid Tabulation

138 N. KEENELAND DRIVE, SUITE E  
RICHMOND, KENTUCKY 40475

PROJECT: Bullock Pen Water District, Phase 11 - Water Main Ext.

BID DATE: May 15 - 2:00 p.m.

PROJECT BUDGET:

GENERAL CONTRACTORS	BID BOND	ADDENDA	PART I BASE BID	PART II ALTERNATE BIDS	TOTAL BID PARTS I & II	NOTES
Brackney, Inc.			\$832,306.00	\$676,761.00	\$1,509,067.00	
Colston Paving, Inc.						
Coomer Contracting			\$513,501.00	\$430,906.40	\$944,402.40	
D. F. Bailey, Inc.			\$462,064.17	\$392,234.83	\$854,299.00	Corrected based on math errors
E. J. Prescott						
Maxedon						
Rose Excavating and Development						
Silver Oaks Ventures			\$719,908.60	\$599,644.20	\$1,319,552.80	
Furnish Excavating			\$459,948.00	\$366,907.00	\$826,855.00	
Stoffs Construction						
Tilton Excavating LLC			\$509,385.00	\$445,605.00	\$954,990.00	

I CERTIFY THAT THE ABOVE IS A TRUE AND ACCURATE TABULATION OF THE BIDS RECEIVED FOR THIS PROJECT ON THE DATE LISTED ABOVE.

CIMW, INC.  
By:

CMW Inc

June 4, 2007

To: Bobby Burgess, Chairman  
Bullock Pen Water District

From: Kerry Odle  
CMW, Inc.

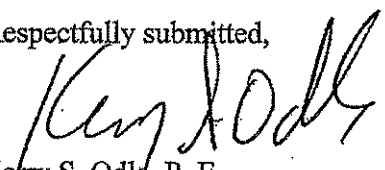
Re: Water Line Extensions, Phase 11  
Bullock Pen Water District

Subject: Bid Opening Minutes

Bids were accepted by Bullock Pen Water District until 2:00 p.m. on Tuesday, May 15, 2007. Kerry Odle, project engineer, thanked all bidders for their bid. Mr. Odle stated that it was 2:00 p.m. and no further bids would be accepted.

Mr. Odle opened and read aloud all bids as shown on the attached "Tabulation of Bids". The apparent low bidder was announced as Furnish Excavating with a base bid of \$459,948.00 and alternate bid of \$366,907.00 for a total bid of \$826,855.00

Attached is a "List of Attendees" who were present at the bid opening. With no further business, the bid opening was complete.

Respectfully submitted,  
  
Kerry S. Odle, P. E.

KSO/jp

c: Honorable Darrell Link W/A  
Richard Bragg W/A  
File W/A

**CMW**nc.

ARCHITECTURE. CIVIL ENGINEERING SURVEYING SITE PLANNING  
138 N. Keeneland Dr., Suite E, Richmond, KY 40475 859.623.2966 Fax 859.623.0886

Bid Opening  
Water Line Extension Phase II  
Bulluck Pen Water District  
May 15, 2007

<u>Name</u>	<u>Company</u>
Kerry Odle	CMW
Randy Hill	Furnish Excavating
Jim Moland	Hays Pipe Supply
Chi Baly	D.F. BAILLY INC
JERRY STEGERS	UTILITY SERVICES SUPPLY
Randy Syple	COONEL
Mill Rana	BRACKNEY INC

CMW inc.

June 4, 2007

Mr. Bobby Burgess  
Bullock Pen Water District  
P. O. 188  
Crittenden, KY 41030

Re: Water Line Extensions, Phase 11  
Bullock Pen Water District

Dear Bobby:

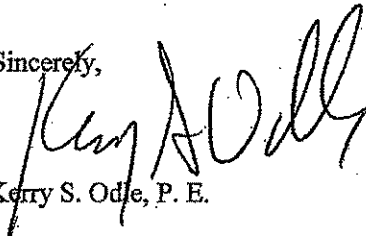
I have reviewed all bids and found math errors in the second low bidder which did not affect who the low bidder is. The low bidder was Furnish Excavating with a bid of \$826,855.00. From information I received from the low bidder Joel Traylor is a partner in this project with Furnish Excavating and Harold Peek Colson will be a subcontractor. I checked with Logan Murphy of Hicks & Mann and Danny Northcutt of Harrison County Water Association on their experience with Furnish Excavating. They were not familiar with Furnish Excavating but gave good references for Joel Traylor. Danny Northcutt said that Furnish has recently been buying equipment but only Joe Traylor has worked for them.

It seems that Furnish Excavating is a recent company that has the finances to get bonded and Joel Traylor is a partner on the project, who has the water line construction experience. Based on the information that I received, Furnish Excavating should be able to do the work. Attached is contractors bid, information on the contractor, a list of reference projects and financial information on the contractor. I recommend that this contract be awarded to Furnish Excavating.

Attached I have included a Revised Project Cost based on these bids. If all the alternates are awarded, \$67,000 additional contribution would be needed or a surcharge loan would need to be obtained. I have also attached a breakdown of cost, customers and length of base bid and alternates for your review. The other option for avoiding a surcharge is not to award all the alternates on the project. Without the surcharge the project will go through the Public Service Commission faster.

At Tuesday's meeting I can answer questions on this project. For this project to proceed, a decision will be needed on what alternates will be accepted. Since the EPA Grant and the KIA Grant is to Grant County, the award decision will need to be approved by the County Judge/Executive and possibly the Fiscal Court.

Sincerely,



Kerry S. Odle, P. E.

c: Honorable Darrell Link W/A  
Richard Bragg W/A  
File W/A

**CMW** inc.

ARCHITECTURE CIVIL ENGINEERING SURVEYING SITE PLANNING  
138 N. Keeneland Dr., Suite E, Richmond, KY 40475 859.623.2966 Fax 859.623.0886



**Project Summary  
Water Line Extension, Phase 11  
Bullock Pen Water District**

<u>Location</u>	<u>Length</u>	<u>Customers</u>	<u>Bid</u>
1. Base Bid Including Mann Road, Harrison Ridge, Flat Creek, Smokey Road, Burgess, Salem Roads and Hekin-Clarks Creek	8.34 mi.	26	\$459,948
2. Case Lane	0.44 mi.	1	\$23,673
3. Sugar Creek	1.22 mi.	1	\$52,067
4. Arnolds Creek	3.87 mi.	3	\$205,374
5. Campbell Branch	0.34 mi.	3	\$22,573
6. Jamison Road	<u>0.60 mi.</u>	<u>2 *</u>	<u>\$63,220</u>
Total:	14.81	36	\$826,855

\*One additional customer paid for a meter on Phase 8 project and meter was set but customer never connected to water line due to potential of water line being constructed down Jamison Road.

**Project Cost**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**

1. Construction Cost (Base Bid)	\$459,948
2. Construction Cost (Alternate Bids)	\$366,907
3. Legal Expense	\$7,000
4. Easements	\$15,000
5. Preliminary Engineering	\$5,000
6. Engineering Design	\$75,657
7. Resident Inspection	\$49,198
8. Contingency	\$58,290
9. Grant Administration	<u>\$10,000</u>

**Total Project Cost:** **\$1,047,000**

**Funding**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**

1. EPA Grant	\$194,000
2. KIA Grant	\$750,000
3. Tap-on Fees	<u>\$36,000</u>

**Subtotal Funds:** **\$980,000**

**Unfunded or Surcharge Loan:** **\$67,000**

**Total Funding:** **\$1,047,000**

BID

WATER MAIN EXTENSION - PHASE 11  
GRANT COUNTY  
BULLOCK PEN WATER DISTRICT AND  
GRANT COUNTY FISCAL COURT

Proposal of *Brian* ~~Furnish Excavating~~ (hereinafter called "BIDDER"), a corporation organized and existing under the laws of the State of *Kentucky* doing business as *Furnish Excavating*

To the Bullock Pen Water District and the Grant County Fiscal Court (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for the construction of Water Main Extension - Phase 11 - Grant County in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, the BIDDER certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other BIDDER or with any competitor.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in the NOTICE TO PROCEED and to fully complete the project within 90 consecutive calendar days for base bid, 7 consecutive days for Alternate #1, 14 consecutive calendar days for Alternate #2, 40 consecutive days for Alternate #3, 7 consecutive calendar days for Alternate #4 and 15 consecutive days for Alternate #5. BIDDER further agrees to pay as liquidated damages, the sum of \$300 for each consecutive calendar day thereafter as hereinafter provided in Section 15 of the General Conditions.

\* Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDUM:

No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_  
 No. \_\_\_\_\_ Dated \_\_\_\_\_ No. \_\_\_\_\_ Dated \_\_\_\_\_

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices:

- NOTE: (1) BIDS shall include sales tax and all other applicable taxes and fees.
- (2) Breakdown of work is for general information. Any work shown on Drawings and/or specified but not listed below shall be included in total base bid. Cost of items of work not specifically described below may be added to related bid item(s) at bidder's discretion.

150

BID SCHEDULE

Part I. Base Bid

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC Water Main, Class 200	31,900	LF	\$ 6.15	\$ 196,185.00
2.	6" PVC Water Main, Class 250	12,160	LF	\$ 6.85	\$ 83,296.00
3.	Connection to Existing Main (Wet Tap Performed by Bullock Pen Water District)	3	EA	\$ <del>1500.</del> 1500.	\$ 4500.00
4.	Connection to Existing Water Main (Dry Tap)	5	LF	\$ 150.	\$ 750.00
5.	6" MJ Gate Valve, Complete with Box and Cover	28	EA	\$ 650.	\$ 18,200.00
6.	6" MJ Gate Valve with Bypass Meter (Creek Crossing)	3	EA	\$ 3175.	\$ 9525.
7.	Air Relief Valve, Complete with Box and Cover	10	EA	\$ 1098	\$ 10,980.
8.	Fire Hydrant, Complete with Gate Valve	19	EA	\$ 2200	\$ 41,800.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
9.	Blow-off Hydrant Complete with Gate Valve	3	EA	\$ 1204	\$ 3612.
10.	Jack and Bore with 10" Steel Encasement Pipe	160	LF	\$ 175.	\$ 28,000.
11.	Open Cut with 10" Steel Encasement Pipe	33	LF	\$ 125	\$ 4125.
12.	Freebore for 6" Water Main	80	LF	\$ 175	\$ 14000.
13.	Creek Crossing with PVC Encasement	136	LF	\$ 175	\$ 23,800
14.	10" PVC Encasement	39	LF	\$ 10	\$ 390.00
15.	Connection to Existing Service Line	1	EA	\$ 250	\$ 250.00
16.	Concrete Encasement	10	CY	\$ 125	\$ 1250.00
17.	Extra Crushed Stone Bedding	100	TONS	\$ 20	\$ 2000.00
18.	5/8" x 3/4" Meter Unit without PRV	15	EA	\$ 450	\$ 6750.00
19.	5/8" x 3/4" Meter Unit with PRV	10	EA	\$ 555.	\$ 5550.00
20.	3/2" PE Service Line	600	LF	\$ 3.00	\$ 1800.00
21.	1" PE Service Line	260	LF	\$ 3.25	\$ 845.00
22.	1" PE Service Line, Jacked under Roadway	260	LF	\$ 9.00	\$ 2340.00

Total Part I: Base Bid:

\$ 459,948.00  
 (USE FIGURES)

*Four hundred fifty nine thousand nine hundred forty eight*  
 (USE WORDS)

Part II. Alternate Bids

Section A. Alternate #1 - Case Lane

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC Water Main, Class 200	2,320	LF	\$ 615	\$ 14,268. <sup>00</sup>
2.	Connection to Existing Water Main (Dry Tap)	1	EA	\$ 150.	\$ 150. <sup>00</sup>
3.	6" MJ Gate Valve, Complete with Box and Cover	1	EA	\$ 650	\$ 650. <sup>00</sup>
4.	Fire Hydrant, Complete with Gate Valve	1	EA	\$ 2200	\$ 2200. <sup>00</sup>
5.	Freebore for 6" Water Main	33	LF	\$ 175.	\$ 5775. <sup>00</sup>
6.	5/8" x 3/4" Meter Unit without PRV	1	EA	\$ 450	\$ 450. <sup>00</sup>
7.	3/4" PE Service Line	60	LF	\$ 3.00	\$ 180. <sup>00</sup>

Total Section A. Alternate #1 - Case Lane

\$ 23,673.<sup>00</sup>  
 (USE FIGURES)

*Twenty three thousand six hundred seventy three and 00/100*  
 (USE WORDS)

Section B. Alternate #2 - Sugar Creek

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC Water Main, Class 200	5,480	LF	\$ 6.15	\$ 33,702.
2.	6" PVC Water Main, Class 250	540	LF	\$ 6.85	\$ 3,699.
3.	6" PVC Water Main C-900, Class 200	440	LF	\$ 7.95	\$ 3,498. <sup>00</sup>
4.	Connection to Existing Water Main (Dry Tap)	1	EA	\$ 150	\$ 150.
5.	6" MJ Gate Valve, Complete with Box and Cover	4	EA	\$ 650	\$ 2600

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
6.	Air Relief Valve, Complete with Box and Cover	1	EA	\$ 1098	\$ 1098
7.	Fire Hydrant, Complete with Gate Valve	3	EA	\$ 2200	\$ 6600
8.	5/8" x 3/4" Meter Unit without PRV	1	EA	\$ 450	\$ 450
9.	1" PE Service Line	30	LF	\$ 3.00	\$ 90.00
10.	1" PE Service Line, Jacked Under Roadway	20	LF	\$ 9.00	\$ 180.00

Total Section B. Alternate #2 - Sugar Creek

\$ 52,067  
 (USE FIGURES)

*Fifty two thousand sixty seven dollars.*  
 (USE WORDS)

Section C. Alternate #3 - Arnolds Creek

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC Water Main, Class 200	1,540	LF	\$ 6.15	\$ 9,471.
2.	6" PVC Water Main, Class 250	4,040	LF	\$ 6.85	\$ 27,674. <sup>00</sup>
3.	6" PVC Water Main, C-900 Class 200	14,840	LF	\$ 7.95	\$ 117,978. <sup>00</sup>
4.	Connection to Existing Water Main (Wet Tap Performed by Bullock Pen Water District)	1	EA	\$ 1500.	\$ 1500. <sup>00</sup>
5.	Connect to Existing Water Main (Dry Tap)	1	EA	\$ 150	\$ 150. <sup>00</sup>
6.	6" MJ Gate Valve, Complete with Box and Cover	12	EA	\$ 650	\$ 7,800. <sup>00</sup>
7.	Air Relief Valve, Complete with Box and Cover	2	EA	\$ 1098	\$ 2,196. <sup>00</sup>

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
8.	Fire Hydrant, Complete with Gate Valve	11	EA	\$ 2200	\$ 24200. <sup>00</sup>
9.	Jack and Bore with 10" Steel Encasement Pipe	24	LF	\$ 175	\$ 4200. <sup>00</sup>
10.	10" PVC Encasement Pipe	182	LF	\$ 10	\$ 1820. <sup>00</sup>
11.	5/8" x 3/4" meter unit with PRV	11	EA	\$ 555	\$ 6105. <sup>00</sup>
12.	3/4" PE Service Line	360	LF	\$ 3.00	\$ 1080. <sup>00</sup>
13.	1" PE Service Line	100	LF	\$ 3.00	\$ 300. <sup>00</sup>
14.	1" PE Service Line, Jacked Under Roadway	100	LF	\$ 9.00	\$ 900. <sup>00</sup>

Total Section C. Alternate #3 - Arnolds Creek

\$ 205,374.  
(USE FIGURES)

*Two hundred five thousand three hundred seventy four dollars*  
(USE WORDS)

Section D. Alternate #4 - Campbell Branch

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" PVC Water Main, Class 200	1,820	LF	\$ 6.15	\$ 11,193. <sup>00</sup>
2.	Connection to Existing Water Main (Dry Tap)	1	EA	\$ 150	\$ 150.
3.	6" MJ Gate Valve, Complete with Box and Cover	1	EA	\$ 650	\$ 650.
4.	Fire Hydrant, Complete with Gate Valve	1	EA	\$ 2200	\$ 2200.
5.	Open Cut with 10" Steel Encasement Pipe	16	LF	\$ 125.	\$ 2000.



ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
6.	Free bore for 6" Water Main	20	LF	\$ 175	\$ 3500.00
7.	5/8" x 3/4" Meter Unit without PRV	5	EA	\$ 450	\$ 2250.00
8.	3/4" PE Service Line	90	LF	\$ 3.00	\$ 270.00
9.	1" PE Service Line	120	LF	\$ 3.00	\$ 360.00

Total Section D. Alternate #4 - Campbell Branch

\$ 22,979  
 (USE FIGURES)

*Twenty two thousand, nine hundred seventy three dollars*  
 (USE WORDS)

Section E. Alternate #5 - Jamison Road

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
1.	6" DI Water Main	3,180	LF	\$ 17.00	\$ 54060.00
2.	Connection to Existing Water Main (Dry Tap)	1	EA	\$ 150	\$ 150.00
3.	6" MJ Gate Valve, Complete with Box and Cover	2	EA	\$ 650	\$ 1300.00
4.	Fire Hydrant, Complete with Gate Valve	1	EA	\$ 2200	\$ 2200.00
5.	Jack and Bore with 12" Steel Encasement Pipe	20	LF	\$ 175	\$ 3500.00
6.	12" PVC Encasement Pipe	26	LF	\$ 10	\$ 260.00
7.	5/8" x 3/4" Meter Unit with PRV	2	LF	\$ 553	\$ 1100.00
8.	3/4" Copper Service Line	80	LF	\$ 8	\$ 640.00

Total Section E. Alternate #5 - Jamison Road

\$ 63,220.00  
 (USE FIGURES)

*Sixty three thousand two hundred twenty dollars*  
 (USE WORDS)

Total Part II. Alternate Bid:

\$ 364,907  
(USE FIGURES)

Three hundred sixty six thousand nine hundred seven dollars  
(USE WORDS)

Total Bid (Parts I and II):

\$ 826,855.00  
(USE FIGURES)

Eight hundred twenty six thousand eight hundred fifty five dollars  
(USE WORDS)

TOTAL AMOUNTS SHALL BE SHOWN IN BOTH WORDS AND FIGURES. IN CASE OF DISCREPANCIES, THE AMOUNT AS WRITTEN IN WORDS SHALL GOVERN.

The above price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with the General Conditions.

Determination of low bidder will be based on the lowest and best Total Bid. Award will be made to the lowest responsive, responsible Bidder.

The Bidder agrees that the Owner reserves the right to delete the whole or any part of the project from the Contract.

The Bidder understands that the Owner reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, Bidder will execute the formal contract attached within ten (10) days and deliver a surety bond or bonds as required by Article 22 of the General Conditions.

Respectfully submitted:

Furnish Excavating  
(Name of Contracting Firm)

BY: Brian Furnish

TITLE: Owner

ADDRESS: 21 Colony Drive  
Cynthiana, Ky 41031

DATE: May 15, 2007

License No. (if applicable)

Seal (If Bid by Corporation)

Attest: \_\_\_\_\_

END BID FORM

CMWnc.

June 19, 2007

Mr. Bobby Burgess  
Bullock Pen Water District  
P. O. Box 188  
Crittenden, KY 41030

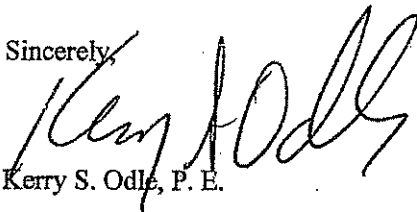
Re: Water Line Extension, Phase 11  
Bullock Pen Water District

Dear Bobby:

Attached is a copy of the Revised Budget based on the results of the Grant County Fiscal Court on June 18, 2007. The Jamison Ridge water line will be deleted from the project. It is the intent of the Fiscal Court that near the end of construction, Jamison Road will be re-evaluated and possibly added to the project with the use of any unspent contingency funds and possible contribution from Fiscal Court.

If you have any questions, give me a call.

Sincerely,

  
Kerry S. Odle, P. E.

KSO/jp

c: Honorable Darrell Link W/A  
Tom Nienaber W/A  
Richard Bragg W/A  
File W/A

**CMWnc.**

ARCHITECTURE CIVIL ENGINEERING SURVEYING SITE PLANNING  
138 N. Keeneland Dr., Suite E, Richmond, KY 40475 859.623.2966 Fax 859.623.0886

**Project Summary**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**(Revised 6/19/07) \***

<u>Location</u>	<u>Length</u>	<u>Customers</u>	<u>Bid</u>
1. Base Bid Including Mann Road, Harrison Ridge, Flat Creek, Smokey Road, Burgess, Salem Roads and Hekin-Clarks Creek	8.34 mi.	26	\$459,948
2. Case Lane	0.44 mi.	1	\$23,673
3. Sugar Creek	1.22 mi.	1	\$52,067
4. Arnolds Creek	3.87 mi.	3	\$205,374
5. Campbell Branch	<u>0.34 mi.</u>	<u>3</u>	<u>\$22,573</u>
Total:	14.21	34	\$763,635

\* Jamison Road was deleted from the project.

**Project Cost**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**  
**(Revised 6/19/07) \***

1. Construction Cost (Base Bid)	\$459,948
2. Construction Cost (Alternate Bids)	\$303,687
3. Legal Expense	\$7,000
4. Easements	\$15,000
5. Preliminary Engineering	\$5,000
6. Engineering Design	\$60,526
7. Contract Administration	\$14,188
8. Resident Inspection	\$46,964
9. Contingency	\$55,687
10. Grant Administration	<u>\$10,000</u>
<b>Total Project Cost:</b>	<b>\$978,000</b>

**Funding**  
**Water Line Extension, Phase 11**  
**Bullock Pen Water District**  
**Based on Bid Results**

1. EPA Grant	\$194,000
2. KIA Grant	\$750,000
3. Tap-on Fees **	<u>\$34,000</u>
<b>Total Funding:</b>	<b>\$978,000</b>

\*Jamison Road water line was deleted from project.

\*\*Meter tap-on fees from Jamison Road were deducted.



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Ernie Fletcher  
Governor

Frankfort Office Park  
14 Reilly Road  
Frankfort, Kentucky 40601  
www.kentucky.gov

Lajuana S. Wilcher  
Secretary

September 19, 2006

Mr. William R. Catlett, Superintendent  
Bullock Pen Water District  
1 Farrell Dr  
Crittenden, KY 41030

RE: Bullock Pen Water District, PWS--1476  
DW #0410047-06-004  
Waterline Extension Phase 11  
Activity ID # APE20060004  
Grant County, KY

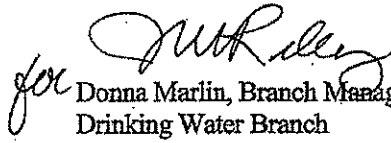
Dear Mr. Catlett :

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 75,080 feet of 6-inch PVC and 3,180 feet of 6-inch DI water line. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the enclosed waterline extension construction permit.

This approval is for the technical aspects of this project only. Currently your application for the SPAP grant is under review by EPA. When it is approved, you will be notified in writing to advertise for bids for construction. Therefore, you are NOT authorized to advertise for bids at this time.

If you have any questions regarding this decision, please contact Sarah Tucker at 502/564-2225, extension 482.

Sincerely,

*for*   
Donna Marlin, Branch Manager  
Drinking Water Branch  
Division of Water

DSM: SAT

C: CMW, Inc.  
Grant County H.D.  
Public Service Commission  
Division of Plumbing  
Bill Averell, Project Administration Section, RPPS Branch  
David Holroyd, EPA Region IV

**Distribution-Major Construction**

Bullock Pen Water District  
Subject Item Inventory

Activity ID No.: APE20060004

**Subject Item Inventory:**

ID	Designation	Description
AIOO1476		
PORT20	Water Line	75,080 feet of 6-inch PVC & 3,180 feet of 6-inch DI

**Subject Item Groups:**

ID	Description	Components
GACT21	75,080 feet of 6-inch PVC & 3,180 feet of 6-inch DI	PORT20 75,080 feet of 6-inch PVC & 3,180 feet of 6-inch DI

**KEY**

ACTV = Activity  
AREA = Area  
EQPT = Equipment  
PERS = Personnel  
STOR = Storage  
TRMT = Treatment

AIOO = Agency Interest  
COMB = Combustion  
MNPT = Monitoring Point  
PORT = Transport  
STRC = Structure



**Distribution-Major Construction**  
 Bullock Pen Water District  
 Facility Requirements

Activity ID No.: APE20060004

**GACT21 (Water Line Extension Ph1) 75,080 feet of 6-inch PVC & 3,180 feet of 6-inch DI:**

**Monitoring Requirements:**

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

**Submittal/Action Requirements:**

**Coliform:**

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

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

**Distribution-Major Construction**

Bullock Pen Water District  
Facility Requirements

Activity ID No.: APE200600004

**GACT21 (continued):**

**Narrative Requirements:**

**Additional Limitations:**

Condition No.	Condition
T-1	Additional Limitations: Chlorinated water resulting from disinfection of project components shall be disposed in a manner which will not violate 401 KAR 5:031. [401 KAR 8:020 Section 2(20)]

Condition No.	Condition
---------------	-----------

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

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

T-4 During construction, a set of approved plans and specification shall be available at the job site at all times. All work shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 1(7)(a)]

## Distribution-Major Construction

Bullock Fen Water District  
Facility Requirements

Activity ID No.: APE20060004

PORT20 (Water Line) 75,080 feet of 6-inch PVC & 3,180 feet of 6-inch DI:

Page 3 of 7

### Limitation Requirements:

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

# Distribution-Major Construction

Bullock Pen Water District  
Facility Requirements

Activity ID No.: APE20060004

## PORT20 (continued):

### Limitation Requirements:

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

## Distribution-Major Construction

Bullock Pen Water District  
Facility Requirements

Activity ID No.: APE20060004

### PORT20 (continued):

#### Limitation Requirements:

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

#### Monitoring Requirements:

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

#### Narrative Requirements:

##### Additional Limitations:

Condition No.	Condition
T-1	<b>Additional Limitations:</b> Water line installation shall be in accordance with AWWA standards or manufacturer recommendations. [Recommended Standards for Water Works 8.5.1]
T-2	<b>Additional Limitations:</b> Pipes, fittings, valves and fire hydrants shall conform to the latest standards issued by the AWWA or NSF (if such standards exist). PVC and PE piping used must be certified to ANSI/NSF Standard 61. [Recommended Standards for Water Works 8.0.1]
T-3	<b>Additional Limitations:</b> At high points in water lines, where air can accumulate, provisions shall be made to remove the air by means of hydrants or air relief valves. Automatic air relief valves shall not be used in situations where manhole or chamber flooding may occur. [Recommended Standards for Water Works 8.4.1]

**Distribution-Major Construction**  
 Bullock Pen Water District  
 Facility Requirements

Activity ID No.: APE20060004

**PORT20 (continued):**

**Narrative Requirements:**

**Additional Limitations:**

Condition No.	Condition
T-4	<p><b>Additional Limitations:</b>                      All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.5.4]</p>
T-5	<p><b>Additional Limitations:</b>                      A fire hydrant or blow-off shall be required at the end of each dead end line. [Recommended Standards for Water Works 8.1.6]</p>
T-6	<p><b>Additional Limitations:</b>                      For each fire hydrant, auxiliary valves shall be installed in the hydrant lead pipe. [Recommended Standards for Water Works 8.3.3]</p>
T-7	<p><b>Additional Limitations:</b>                      No flushing device, blow-off, or air relief valve shall be directly connected to any sewer. Chambers, pits or manholes containing valves, blow-offs, meters, or other such appurtenances shall not be directly connected to any storm drain or sanitary sewer. Such chambers, pits or manholes shall be drained to absorptions pits underground or to the surface of the ground where they are not subject to flooding by surface water. [Recommended Standards for Water Works 8.1.6, Recommended Standards for Water Works 8.4.3]</p>
T-8	<p><b>Additional Limitations:</b>                      If water lines are installed or replaced in areas of organic contamination or in areas within 200 ft of underground or petroleum storage tanks, ductile iron or other nonpermeable materials shall be used in all portions of the water line installation or replacement. [401 KAR 8:100 Section 1(5)(d)6, Recommended Standards for Water Works 8.0.2]</p>
T-9	<p><b>Additional Limitations:</b>                      No water pipe shall pass through or come in contact with any part of a sewer manhole. [Recommended Standards for Water Works 8.6.6]</p>
T-10	<p><b>Additional Limitations:</b>                      If a fire sprinkler system is to be installed, a double check detector assembly approved for backflow prevention shall be utilized. The double check detector assembly of the system shall be accessible for testing. [401 KAR 8:100 Section 1(7)]</p>
T-11	<p><b>Additional Limitations:</b>                      If water lines cross a stream or wetland, the provisions in the attached Water Quality Certification shall apply. If you have any questions please contact the Water Quality Certification Supervisor of the Water Quality Branch at (502) 564-2225. [401 KAR 8:100 Section 1(7)]</p>

**Distribution-Major Construction**  
Bullock Pen Water District  
Facility Requirements

Activity ID No.: APE20060004

**PORT20 (continued):**

**Narrative Requirements:**

**Subfluvial Pipe Crossings:**

Condition No.	Condition
T-12	<p>Subfluvial Pipe Crossings: For subfluvial pipe crossings, a floodplain construction permit will not be required pursuant to KRS 151.250 if the following requirements of 401 KAR 4:050 Section 2 are met.</p> <ol style="list-style-type: none"><li>1) No material may be placed in the stream or in the flood plain of the stream to form construction pads, coffer dams, access roads, etc. during construction of pipe crossings.</li><li>2) Crossing trenches shall be backfilled as closely as possible to the original contour.</li><li>3) All excess material resulting from construction displacement in a crossing trench shall be disposed of outside the flood plain.</li><li>4) For erodible channels, there shall be at least 30 inches of backfill on top of all pipe or conduit points in the crossing.</li><li>5) For nonerodible channels, pipes or conduits in the crossing shall be encased on all sides by at least 6 inches of concrete with all pipe or conduit points in the crossing at least 6 inches below the original contour of the channel. [401 KAR 8:100 Section 1(7)]</li></ol> <p>Subfluvial Pipe Crossings: For subfluvial pipe crossings greater than 15 feet in width,</p> <ol style="list-style-type: none"><li>1) the pipe shall be of special construction, having flexible, restrained, or welded watertight joints, and</li><li>2) valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair.</li></ol> <p>Valves shall</p> <ol style="list-style-type: none"><li>a) be easily accessible,</li><li>b) not be subject to flooding, and</li><li>c) if closest to the supply source, be in a manhole with permanent taps made on each side of the valve to allow insertion of a small meter to determine leakage and for sampling purposes. [Recommended Standards for Water Works 8.7.2]</li></ol>
T-13	



ENVIRONMENTAL AND PUBLIC PROTECTION CABINET  
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Ernie Fletcher  
Governor

Division of Water  
14 Reilly Road  
Frankfort, Kentucky 40601-1190  
www.kentucky.gov

Teresa J. Hill  
Secretary

May 17, 2007

Mr. William R. Catlett, Superintendent  
Bullock Pen Water District  
1 Farrell Dr  
Crittenden, KY 41030

RE: Bullock Pen Water District, PWS--1476  
DW #0410047-06-004  
Waterline Extension Phase 11  
Activity ID # APE20060004  
Grant County, KY

Dear Mr. Catlett :

We have previously reviewed and approved the plans and specifications for the above referenced project with respect to sanity features of design. At this time the project may proceed. The following information and requirements relate to the EPA Special Appropriation Grant (SPAP) process:

1. You have received one (1) set of approved plans and specifications. An identical set should be made available at the project site at all times. If modifications are made to these plans and specifications prior to bidding, then four (4) complete sets of revised plans and specifications shall be submitted to the Division of Water for approval. Our notice of construction approval will be issued at a later date by separate correspondence.
2. Construction authorization will not be granted until clear site certificates for all involved properties have been submitted to the Division of Water
3. You are hereby authorized to advertise for bids to construct this project. In addition to other notices, you shall advertise the bid for thirty (30) days and also between seven (7) and (21) days prior to the Bid Opening date in the newspaper with the largest circulation in your area. Please provide the bid opening date to Mr. Bill Averell, Division of Water, at (502) 564-2225, extension 556.
4. Two (2) sets of AS-BID plans and specifications (with the APPROVAL conditions addressed) and a copy of the Advertisement shall be submitted to the Division of Water when the project is advertised.



5. The following four (4) items shall be submitted to Mr. Bill Averell of the Resource Planning & Program Support Branch, Division of Water within seven (7) days of the bid opening:
  - a. Certified bid tabulation (2 copies)
  - b. Tentative Bid Award Resolution (2 copies)
  - c. Revised project budget (2 copies)
  - d. Revised projected Request for Payment Schedule (1 copy)
6. Please be advised that the construction contract is subject to the Equal Employment opportunity requirements contained in Executive Order 11246. Equal Employment opportunity affirmative action by the prime contractor and all subcontractors is mandated throughout the duration of the contract. Documentation of efforts to comply with Executive Order 11246, Equal Employment Opportunity must be submitted to the Division of Water in accordance with the EPA Special Notice to Bidders within twenty-one (21) days of the bid opening
7. Documentation of compliance with the MBE/WBE Fair Share Policy must be submitted to the Division of Water within twenty-one days of the bid opening since the SPAP is subject to 40 CFR 31.36 (e). Approval of the contractor is to be received from the Division of Water prior to the award of the contract.
8. The Project Review and Cost Summary is to be completed after bids have been received and submitted along with supporting documents including a detailed cost breakdown showing the units, unit cost, and value of the eligible work. The complete bid package, which comprises the unexecuted contract, must be submitted to the Division of Water within twenty-one (21) days after the bid opening.
9. Upon approval of the documents, the Division of Water will authorize you to award the construction contract, and arrange for a pre-construction conference. Division of Water staff must be present at this pre-construction conference.

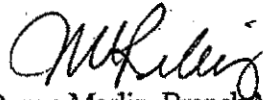
Waterline Extension Phase 11  
DW# 0410047-06-004, 1476APE20060004.  
May 17, 2007  
Page 3 of 3

You are cautioned that the advertisement and award of this contract will be subject to the laws and regulations that govern the EPA SPAP process.


This approval has been issued under the provisions of KRS Chapter 224 and regulations promulgated pursuant thereto. Issuance of this approval does not relieve the applicant from the responsibility of obtaining any other approvals, permits or licenses required by this Cabinet and other state, federal and local agencies.

If you have any questions regarding this correspondence, please contact Sarah Tucker at 502/564-8158, extension 482.

Sincerely,

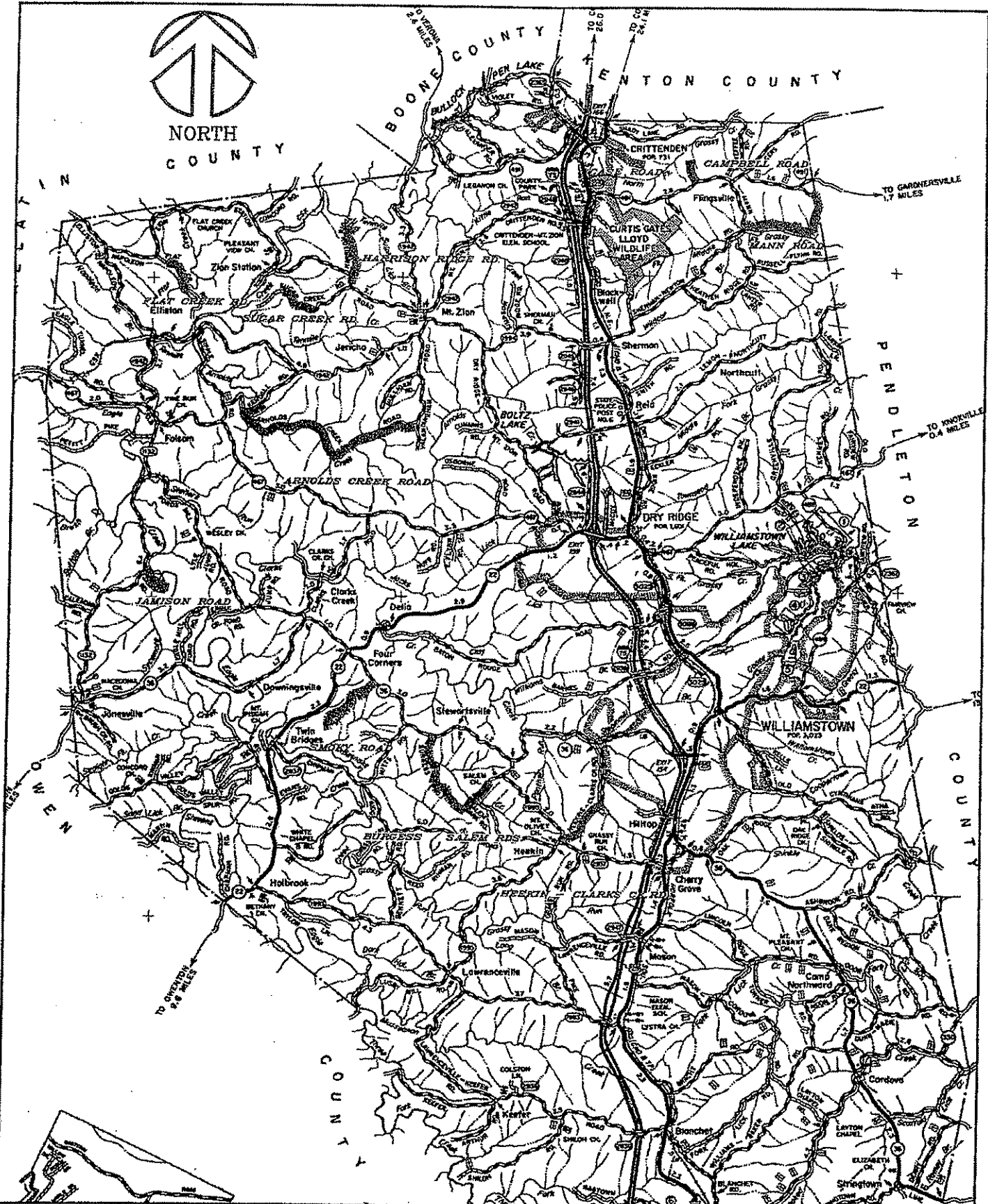
*for*   
Donna Marlin, Branch Manager  
Drinking Water Branch  
Division of Water

DM:SAT

C:   
Grant County H.D.  
Public Service Commission  
Bill Averell, Project Administration Section, RPPS Branch  
David Holroyd, EPA Region IV



NORTH  
COUNTY



FAILURE TO ADHERE TO  
DESIGN DOCUMENTS OR  
TO OBTAIN GUIDANCE  
FROM THE DESIGN PROFESSIONAL BEFORE  
CONSTRUCTION MAY RESULT IN  
PROPERTY DAMAGE, PERSONAL INJURY,  
OR DEATH. THE USER ASSUMES ALL  
LIABILITY FOR SUCH DAMAGES. THE  
DESIGN PROFESSIONAL'S LIABILITY IS  
LIMITED TO THE DESIGN SERVICES  
PERFORMED. THE USER ASSUMES ALL  
LIABILITY FOR SUCH DAMAGES. THE  
DESIGN PROFESSIONAL'S LIABILITY IS  
LIMITED TO THE DESIGN SERVICES  
PERFORMED.

# CMW inc.

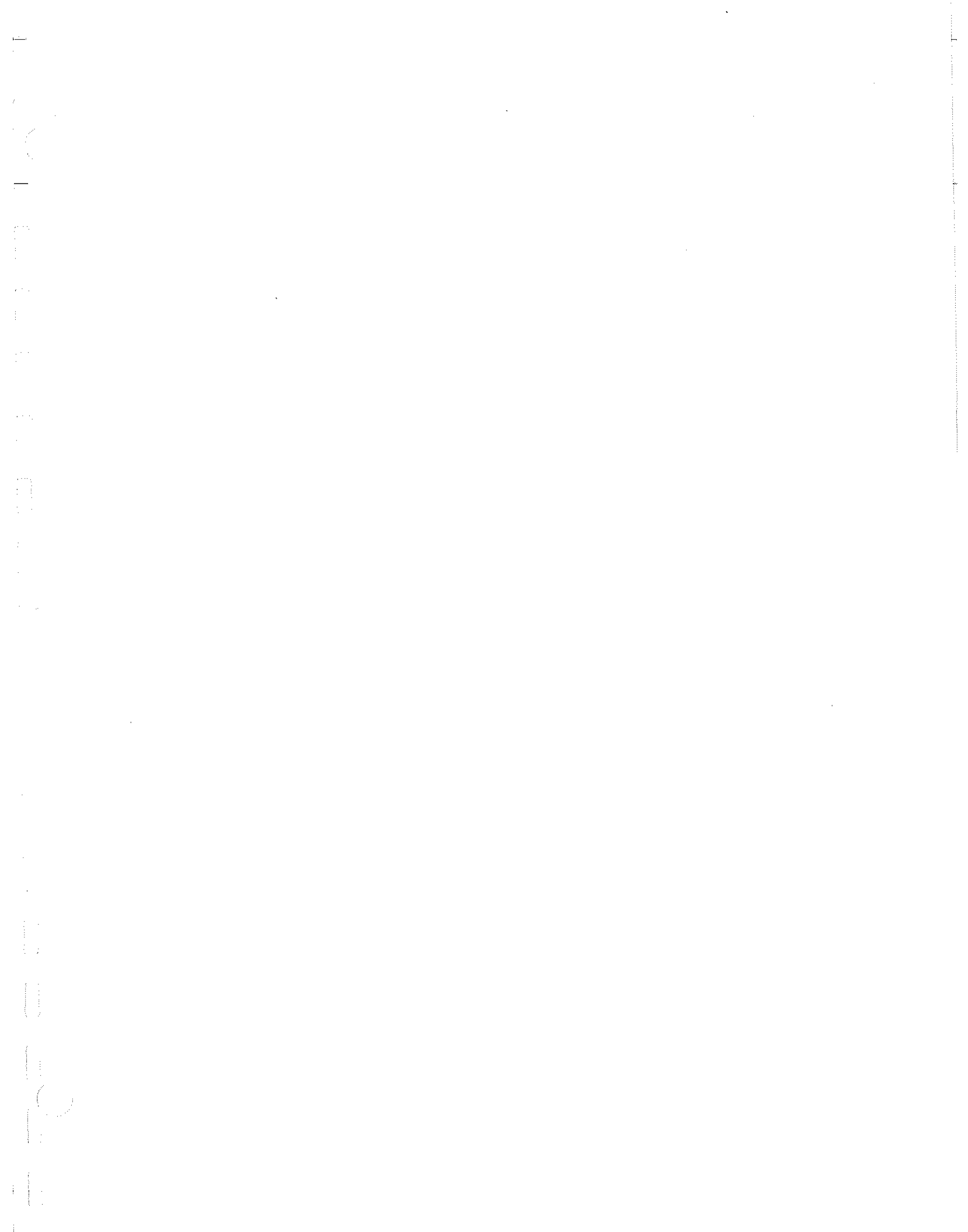
138 N. Keeneland Dr., Ste E, Richmond, KY 40475  
Voice 859.623.2098 Fax 859.623.0898

VICINITY MAP SCALE: 1" = 12000 FT

BULLOCK PEN WATER DISTRICT  
PHASE 11 WATER LINE EXTENSION  
GRANT COUNTY - KENTUCKY

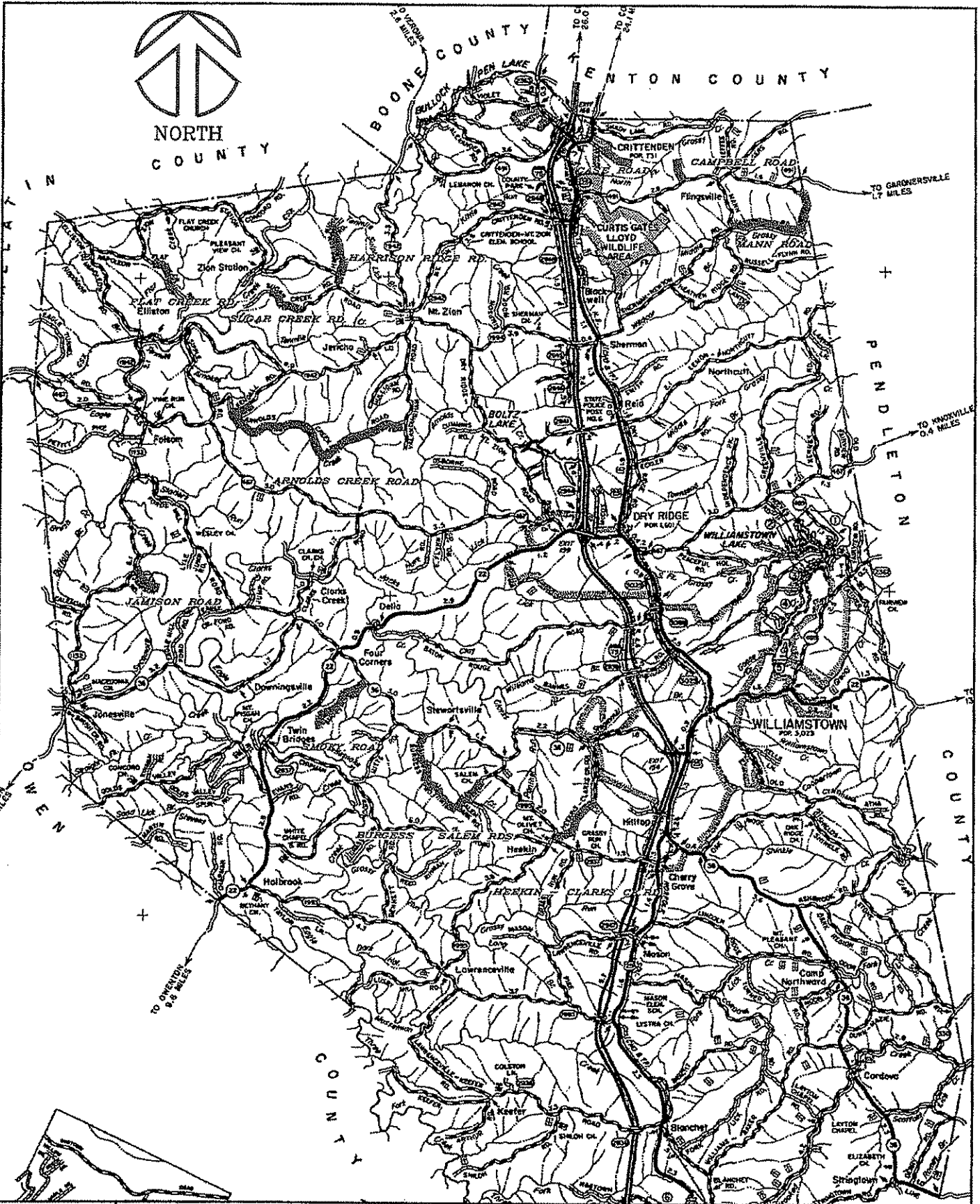
Dwg: OC  
Days: 04/13/06 msp/10/13/06.dwg  
Project Number  
**04436.01**  
© 2001 CMW  
**1**

XRefs:



# **EXHIBIT "D"**

**SEE ATTACHED MAPS (3 COPIES)**



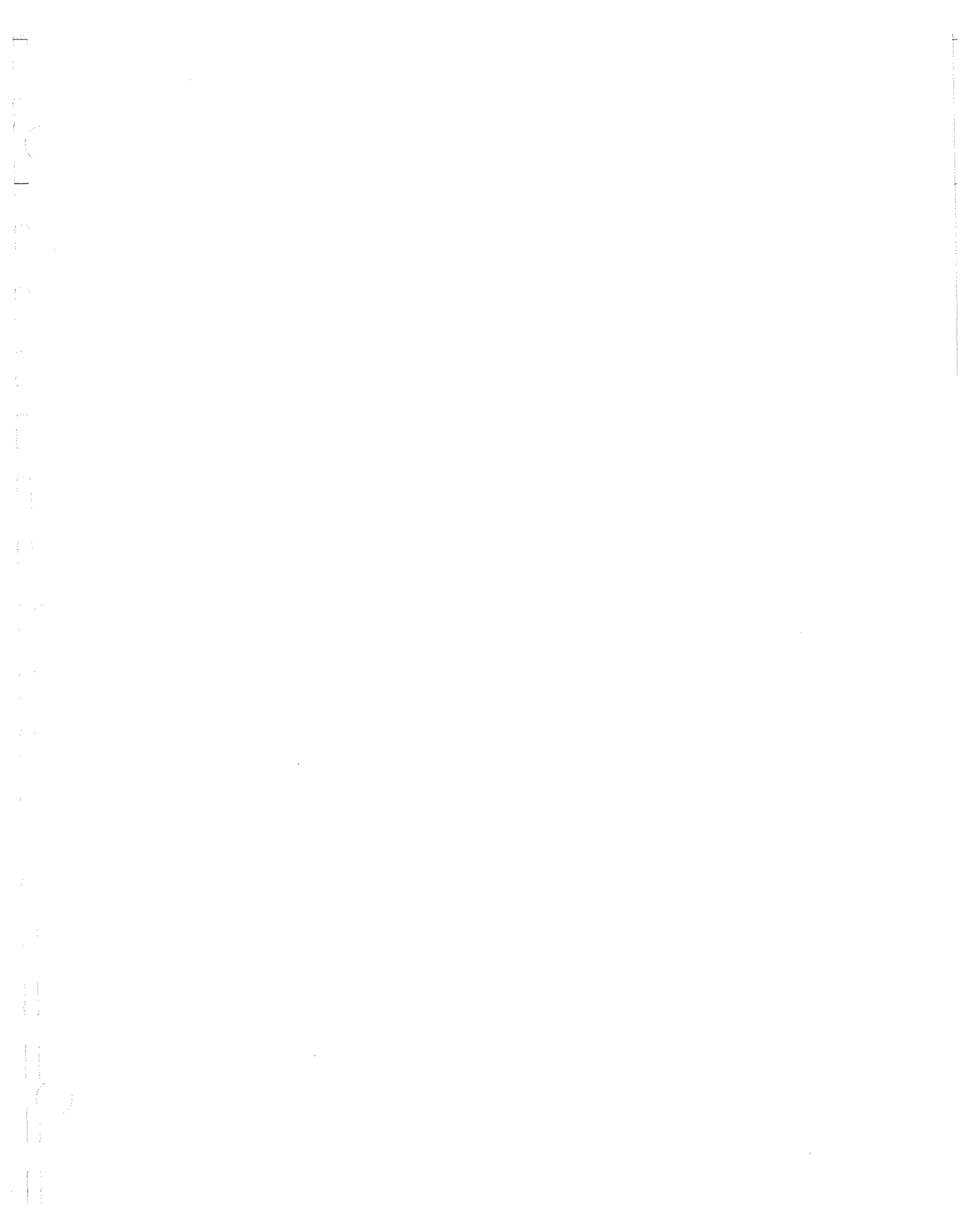
FAILURE TO ABIDE BY  
DESIGN DOCUMENTS OR  
TO OBTAIN CLEARANCE  
THE DESIGN PROFESSIONAL SHALL  
NOT BE RESPONSIBLE FOR  
CONSEQUENCES OF SUCH  
ACTION. THE USER SHALL  
VERIFY THE ACCURACY OF  
THE INFORMATION SHOWN  
HEREON. THE USER SHALL  
VERIFY THE ACCURACY OF  
THE INFORMATION SHOWN  
HEREON. THE USER SHALL  
VERIFY THE ACCURACY OF  
THE INFORMATION SHOWN  
HEREON.

**CMW inc.**  
138 N. Keeneland Dr., Ste E, Richmond, KY 40475  
Voice 859.623.2966 Fax 859.623.0886

VICINITY MAP SCALE: 1" = 12000 FT  
BULLOCK PEN WATER DISTRICT  
PHASE 11 WATER LINE EXTENSION  
GRANT COUNTY - KENTUCKY

Dwg: OC  
Dwg: 0430/ps/esp/10/10/05  
Project Number  
**04436.01**  
© 2011 CMW  
**1**

XRefer:



# **EXHIBIT "E"**





## U. S. ENVIRONMENTAL PROTECTION AGENCY NOTICE OF AWARD

---

**RECIPIENT NAME AND ADDRESS:**

Honorable Darrell L. Link  
County Judge/Executive  
Grant County Fiscal Court  
101 North Main Street  
Williamstown, Kentucky 41097

XP-96472507-0

Assistance Agreement

Assistance Amendment

Increase

Decrease

Time Extension

Administrative

Enclosed are two copies of an Assistance Agreement from the U.S. Environmental Protection Agency.

To accept this Notice of Award, please carefully review any terms and conditions, sign<sup>1</sup>, and return one original copy to the following address within 21 days<sup>2</sup> of the mailing date on the Assistance Agreement:

U.S. ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
GRANTS MANAGEMENT OFFICE  
61 FORSYTH STREET, SW  
ATLANTA, GA 30303

ATTN: Keva Lloyd

The other original should be retained for your official records and copies distributed within your organization as needed. Please note, funds will not be available for draw until we receive your countersigned affirmation of the award.

To assist you with your post award management responsibilities, please see "*Reporting Forms and Guidance for Administration of Your Assistance Agreement*." This document contains important post-award reporting requirements and instructions on how to receive payments. To view this and other EPA grant-related information, visit our Region 4 Grants Office website at:

[www.epa.gov/region4/grants/](http://www.epa.gov/region4/grants/)

Please reference the EPA Assistance Number on all future correspondence regarding this Assistance Agreement. If you have any questions, you may contact the Grants Specialist identified above at

(404)562-8420 or [lloyd.keva@epa.gov](mailto:lloyd.keva@epa.gov)

---

<sup>1</sup> Must be signed by authorized representative as shown on the Affirmation of Award signature block or formally authorized delegate.

<sup>2</sup> Failure to countersign and return within 21 days of the mailing date may result in withdrawal of this award.

<sup>3</sup> Please contact your Grant Specialist if you need a paper copy of this document.

U.S. Environmental Protection Agency  
Region 4  
Grants Management Office

---

## ATTENTION: EPA ASSISTANCE RECIPIENT

If you have received EPA assistance awards in the past, you will notice a change in the format and language of the award document. In August 2006, EPA adopted a new approach to awarding assistance agreements. Under this new approach, the recipient's authorizing official must affirm your organization's intent to carry out the agreement by completing the information under the "Affirmation of Award" section of the award document. After making the affirmation, the authorizing official must return the award notice within 21 days of receipt before EPA will make the grant funds available to you. Failure to return the notice within 21 days may result in the termination of your award.


~~This new approach does not change how you~~ manage your Federal funds. Please read your award document including all terms and conditions very carefully. If you have questions, contact your EPA Grant Specialist.

PLEASE RETURN ONE SIGNED AND DATED ORIGINAL AWARD DOCUMENT TO:

KEVA LLOYD

Grants and IAG Section (14<sup>th</sup> Floor)  
U.S. Environmental Protection Agency  
61 Forsyth Street, S.W.  
Atlanta, GA 30303

(404-562-8423)

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Grant Agreement</b>	ASSISTANCE ID NO.			DATE OF AWARD	
		PRG	DOC ID	AMEND#		03/21/2007
		XP - 96472507 - 0				
		TYPE OF ACTION			MAILING DATE	

<b>RECIPIENT TYPE:</b> County	<b>Send Payment Request to:</b> Dorothy Rayfield, Water Management Division, 404.562.9278
<b>RECIPIENT:</b> Grant County Fiscal Court 101 North Main Street Williamstown, KY 41097 EIN: 61-6000989	<b>PAYEE:</b> 101 North Main Street Williamstown, KY 41097

<b>PROJECT MANAGER</b> Bobby Burgess P.O. Box 188 Crittenden, KY 41030 E-Mail: bullockpen@fuse.net Phone: 859.428.2112	<b>EPA PROJECT OFFICER</b> David Holroyd 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Holroyd.David@epamail.epa.gov Phone: 404-562-9228	<b>EPA GRANT SPECIALIST</b> Keva Lloyd Grants Management Office E-Mail: Lloyd.Keva@epa.gov Phone: 404-562-8420
---	--	--

**PROJECT TITLE AND DESCRIPTION**  
 Congressionally Mandated Projects

This action approves a new award in the amount of \$192,900 for the construction of the Grant County, Bullock Pen Phase II Waterline Extension Project. This project will benefit the public by supplying drinking water to meet the current needs as well as the needs of this community.

<b>BUDGET PERIOD</b> 08/01/2006 - 12/31/2007	<b>PROJECT PERIOD</b> 08/01/2006 - 12/31/2007	<b>TOTAL BUDGET PERIOD COST</b> \$987,486.00	<b>TOTAL PROJECT PERIOD COST</b> \$987,486.00
---	--	---	--

**NOTICE OF AWARD**

Based on your application dated 11/30/2006, including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA), hereby awards \$192,900. EPA agrees to cost-share 19.54% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$192,900. Such award may be terminated by EPA without further cause if the recipient fails to provide timely affirmation of the award by signing under the Affirmation of Award section and returning all pages of this agreement to the Grants Management Office listed below within 21 days after receipt, or any extension of time, as may be granted by EPA. This agreement is subject to applicable EPA statutory provisions. The applicable regulatory provisions are 40 CFR Chapter 1, Subchapter B, and all terms and conditions of this agreement and any attachments.


<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>	<b>AWARD APPROVAL OFFICE</b>
<b>ORGANIZATION / ADDRESS</b>	<b>ORGANIZATION / ADDRESS</b>
61 Forsyth Street Atlanta, GA 30303-8960	U.S. EPA, Region 4 Water Management Division 61 Forsyth Street Atlanta, GA 30303-8960

**THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY**

<b>SIGNATURE OF AWARD OFFICIAL</b> Digital signature applied by EPA Award Official	<b>TYPED NAME AND TITLE</b> J. I. Palmer, Jr., Regional Administrator	<b>DATE</b> 03/21/2007
---	--	---------------------------

**AFFIRMATION OF AWARD**

**BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION**

<b>SIGNATURE</b> 	<b>TYPED NAME AND TITLE</b> Darrell L. Link, Judge/Executive	<b>DATE</b> 3-30-07
---	---	------------------------

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 192,900	\$ 192,900
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 167,100	\$ 167,100
State Contribution	\$	\$ 627,486	\$ 627,486
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$	\$ 0
Allowable Project Cost	\$ 0	\$ 987,486	\$ 987,486

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.202 - Congressionally Mandated Projects	Consolidated Appropriations Act of 2004 (PL 108-199)	40 CFR PART 31

Fiscal									
Site Name	Req No	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
	0704VX7072	07	E4C	04V0QXV	201B51E	4183			192,900
									192,900

<b>Approved Budget</b>	
Program Element Classification (Construction)	Approved Allowable Budget Period Cost
1. Administration Expense	\$17,000
2. Preliminary Expense	\$0
3. Land Structure, Right Of Way	\$0
4. Architectural Engineering Basic Fees	\$0
5. Other Architectural Engineering Fees	\$0
6. Project Inspection Fees	\$0
7. Land Development	\$0
8. Relocation Expenses	\$0
9. Relocation Payments to Individuals & Bus.	\$0
10. Demolition and Removal	\$0
11. Construction and Project Improvement	\$970,486
12. Equipment	\$0
13. Miscellaneous	\$0
14. Total (Lines 1 thru 13)	\$987,486
15. Estimate Income	\$0
16. Net Project Amount (Line 14 minus 15)	\$987,486
17. Less: Ineligible Exclusions	\$0
18. Add: Contingencies	\$0
19. Total (Share: Reclp <u>80.46%</u> Fed <u>19.54%</u> )	\$987,486
20. TOTAL APPROVED ASSISTANCE AMOUNT	\$192,900

## Administrative Conditions

### 1. PROCUREMENT FOR ENGINEERING AND OTHER PROFESSIONAL SERVICES

The costs of professional engineering and any other professional services contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any engineering or other professional services contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for engineering and other professional services in compliance with 40 CFR 31.36(b)-(k). The recipient also agrees to submit to EPA for pre-award and/or post-award review procurement documents including, but not limited to: selection procedures, requests for qualifications and/or proposals, evaluation methodology and results, memorandum of review or negotiation, cost analyses, proposed contract documents, etc.

No payments may be made under this grant until EPA has received and reviewed the procurement documents for compliance with the minimum standards for procurement.

### 2. PROCUREMENT FOR CONSTRUCTION

The cost of construction contracts procured in compliance with the minimum standards for procurement under grants (see 40 CFR 31.36) are allowable costs for reimbursement with grant funds. No grant funds may be used to reimburse the federal share of any construction contract(s) found to be in noncompliance with the grant procurement regulations. (Note: all project expenditures are deemed to include both the federal and nonfederal shares).

The recipient agrees to conduct all procurement for construction in compliance with 40 CFR 31.36(b)-(k) and include the "EPA Supplemental General Conditions for Federally Assisted Construction Contracts" (enclosed) including Minority Business Enterprise and Women's Business Enterprise Goals in any bidding documents. The recipient also agrees to submit to EPA for pre-award and/or post award review procurement documents including, but not limited to: invitations for bids, independent cost estimates, bid documents, disadvantaged business enterprise documentation, etc.

No payments may be made under this grant until EPA has reviewed the construction procurement documents for compliance with the minimum standards for procurement.

### 3. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### 4. LOBBYING AND LITIGATION - ALL RECIPIENTS

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

## **5. RECYCLING TERM AND CONDITION**

### **ALL APPLICANTS:**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

## **6. EXECUTIVE ORDER 13202**

The assistance recipient agrees to comply with Executive Order 13202 (Feb. 22, 2001, 66 Fed. Reg. 11225) of February 17, 2001, entitled "Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects," as amended by Executive Order 13208 (April 11, 2001, 66 Fed. Reg. 18717) of April 6, 2001, entitled "Amendment to Executive Order 13202, Preservation of Open Competition and Government Neutrality Towards Government Contractors' Labor Relations on Federal and Federally Funded Construction Projects."

## **7. HISTORIC PROPERTIES**

The recipient agrees to consult with the appropriate State Office in the identification and evaluation of any pre-1946 structures which may be impacted by scheduled project activities, or properties located adjacent to the activities areas. The recipient agrees to comply with efforts to identify, evaluate and appropriately design project activities to avoid or minimize adverse project impacts to any historic properties listed, or which satisfy the criteria for eligibility for listing (36 CFR 60.4), in the National Register of Historic Places.

## **8. PROVISIONS**

The provisions of the "Award of Grants and Cooperative Agreements for the Special Projects and Programs Authorized by the Agency's FY 2004 Appropriations Act" dated April 13, 2004, (enclosed) is incorporated herein by reference.

## **9. SUSPENSION AND DEBARMENT - ALL RECIPIENTS**

Recipient shall fully comply with Subpart C of 40 CFR Part 32, entitled "Responsibilities of Participants Regarding Transactions." Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 40 CFR Part 32, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient acknowledges that failing to disclose the information required under 40 CFR 32.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at <http://epls.arnet.gov>. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."



#### 10. THIRD PARTY FUNDS OR SERVICES CONDITION

This offer is made contingent upon EPA receipt and review of evidence that firm commitments for all sources of required matching share for this EPA grant are in effect prior to advertising for bids on the project. This contingency includes third party sources where third parties are in any manner furnishing funds or services which will be used as required matching share for this EPA grant. No payments will be made by EPA under this assistance agreement until EPA has received and reviewed the requested documentation.

#### 11. DRUG-FREE WORKPLACE CERTIFICATION FOR ALL EPA RECIPIENTS

The recipient organization of this EPA assistance agreement must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 40 CFR 36.200 - 36.230. Additionally, in accordance with these regulations, the recipient organization must identify all known workplaces under its federal awards, and keep this information on file during the performance of the award.

Those recipients who are individuals must comply with the drug-free provisions set forth in Title 40 CFR 36.300.

The consequences for violating this condition are detailed under Title 40 CFR 36.510. Recipients can access the Code of Federal Regulations (CFR) Title 40 Part 36 at [http://www.access.gpo.gov/nara/cfr/waisidx\\_06/40cfr36\\_06.html](http://www.access.gpo.gov/nara/cfr/waisidx_06/40cfr36_06.html)

#### 12. HOTEL-MOTEL FIRE SAFETY

Pursuant to 40 CFR 30.18, if applicable, and 15 USC 2225a, the recipient agrees to ensure that all space for conferences, meetings, conventions, or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (PL 101-391, as amended). Recipients may search the Hotel-Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance (FEMA ID is currently not required), or to find other information about the Act.

#### 13. MBE/WBE AND SMALL BUSINESS CONDITION for SRF Recipients

##### **REQUIREMENTS:**

The recipient agrees to comply with the requirements for EPA's Program for Utilization of Small, Minority and Women's Business Enterprises in procurement under assistance agreements.

##### **FAIR SHARE GOALS:**

- (a) The recipient accepts the applicable Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA by the applicable State Agency as follows:

##### KENTUCKY

SRF Construction: .7% MBE and 7.6% WBE  
(both programs)  
Equipment: 1.2% MBE and 1.1% WBE  
Services: 16.6% MBE and 16.3% WBE  
Supplies:\* 3.7% MBE and 4.6% WBE

\* As explained elsewhere, this goal applies to only non-State grantees in Kentucky as State recipients are already contractually committed to an exclusive supplier.

- (b) In the event a locality determines to use its own MBE/WBE goals based on availability rather than the State's negotiated goals with EPA, the recipient agrees that until it approves the locality's goals, it will require the locality to use the applicable State negotiated MBE/WBE goals with EPA.
- (c) The recipient agrees to ensure that the applicable "fair share negotiations" will be applied to the amount of the capitalization grant that is to be used on projects and activities involving procurement, whether they are funded from the SRF project fund or from amounts set aside from the capitalization grant (SRF identified projects) and that all prime contracts on such projects and activities will include in their bid documents the negotiated "fair share" percentages.

**PURPOSE AND OBJECTIVE:**

The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for construction, equipment, services or supplies are made available by the recipient and/or the State Revolving Fund (SRF) identified project to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

**BID DOCUMENTS FOR PRIME AND SUBCONTRACTORS:**

- (a) The recipient agrees to include in its bid documents the applicable "fair share" objectives of Federal funds and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.
- (b) The recipient agrees to require SRF projects assisted with funds directly made available by capitalization grants (SRF-identified projects) to include in their bid documents the applicable "fair share" objectives of Federal funds and require all of their prime contractors to include in their bid documents the negotiated "fair share" percentages.

**REQUIRED STEPS AND DOCUMENTATION:**

The recipient agrees to follow the six affirmative steps stated in §31.36(e), 40 CFR §35.3145(d) or as incorporated into the SRF Program Guidelines, as appropriate, and to require SRF identified projects to follow these six affirmative steps; the recipient agrees to retain records documenting compliance.

**REPORTING:**

The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the Grants Management Office, 61 Foreyth Street, Atlanta, GA 30303 within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30).

**RACE AND GENDER NEUTRAL ACTION:**

If race and/or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it or its SRF identified project plan to take to more closely achieve the "fair share" objectives.

**CORRECTIVE ACTION:**

EPA may take corrective action under 40 CFR Parts 31 and 35, as appropriate, if the recipient fails to comply with these terms and conditions.

**SMALL AND RURAL BUSINESSES:**

In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small business located in rural areas to the maximum extent possible. The recipient agrees to follow the six affirmative steps stated in 40 CFR 30.44(b), 31.36 or 35.6580 as appropriate, in the award of any contracts under this assistance agreement. Compliance with this requirement will be monitored during management review conducted by EPA.

### Programmatic Conditions

1. The grantee agrees to follow procedures contained in the most current edition of the EPA Region 4, A Special Appropriations Projects (SPAPs) Grant Procedures Workbook.
2. The grantee shall follow all requirements under 40 CFR 31.36 when procuring construction contracts including: assuring full and open competition; procuring by federally approved methods; performing a cost/price analysis; and ensuring contracts include MBE/WBE requirements, bonding requirements, compliance with federal, state and local laws, inclusion of Part 31.36(j) contract provisions, and subcontractor requirements.
3. The grantee agrees to obtain EPA Project Officer review and concurrence of plans and specifications for all construction contracts prior to the advertisement for bids.

4. The grantee shall notify the EPA Project Officer of any contract awards made as part of this grant and provide a copy to EPA if so requested.
5. In consultation with the EPA Project Officer, the grantee shall conduct a pre-construction conference for each construction contract awarded as part of this grant.
6. The grantee will assure the EPA that all land, easements, and rights-of-way necessary for the construction of the project have been obtained prior to initiating construction.
7. The grantee will obtain all necessary state and local permits, including a permit to construct from the appropriate state agency, coverage under the States NPDES general permit for construction activities, and/or a Corps of Engineers Section 404 permit (if applicable), prior to initiating construction.
8. The grantee shall submit to the EPA Project Officer a quarterly progress report beginning with the award of this grant and a final report pursuant to 40 CFR 31.40. These reports will consist of updated progress toward work objectives, problems encountered, actions taken to resolve problems and discussion of remaining tasks. This report may be as brief as one page so long as all the requested information is provided. The items listed below should be addressed, as appropriate:

Quarterly Progress Report Outline  
for  
Special Appropriations Grants

Grant Number: \_\_\_\_\_  
 Grantee Name: \_\_\_\_\_  
 Project Name: \_\_\_\_\_

Grantee's Authorized Representative: \_\_\_\_\_

- a. What work was accomplished for this reporting quarter?
  - b. What problems, if any, were encountered?
  - c. If a problem was encountered, what action was taken to correct it?
  - d. Is the project work on schedule?
    - (a) This quarter?
    - (b) For the project?
  - e. If the project is not on schedule, what is proposed for a revised schedule?
  - f. Does the new schedule require a time extension?
  - g. Is there a change in the Grantee's Authorized Representative or any of the key contacts?
9. The EPA, and its delegated representatives, shall have access to the project work site and project records at all times.
  10. The grantee has EPA approval to use of [grant funds to purchase land and/or easements] or [[land as match] under this grant project. The grantee agrees to provide EPA a copy of the appraisal obtained in accordance with procedures established under 49 CFR 24.103 and provide documentation of the required deed restriction (see condition no. 12).
  11. The purchased land parcel(s) or land parcel(s) used as match will require the following deed restriction:
 

The [County/City] of [name and state], [purchased this land with federal funds/used this land as match] under a grant from the U.S. Environmental Protection Agency (EPA), grant no. \_\_\_\_\_. The [County/City] may only use this land, delineated on the attached boundary survey, as a [project description, e.g., storm water retention project], as described in EPA grant no. \_\_\_\_\_. The [County/City] will be responsible for maintaining this deed restriction in perpetuity. In the event the [County/City] of [name and state], wishes to change the use of the

land from the identified grant purpose, the [County/City] must contact the EPA, Region 4, and request written instructions for disposition pursuant to applicable EPA grant regulations.

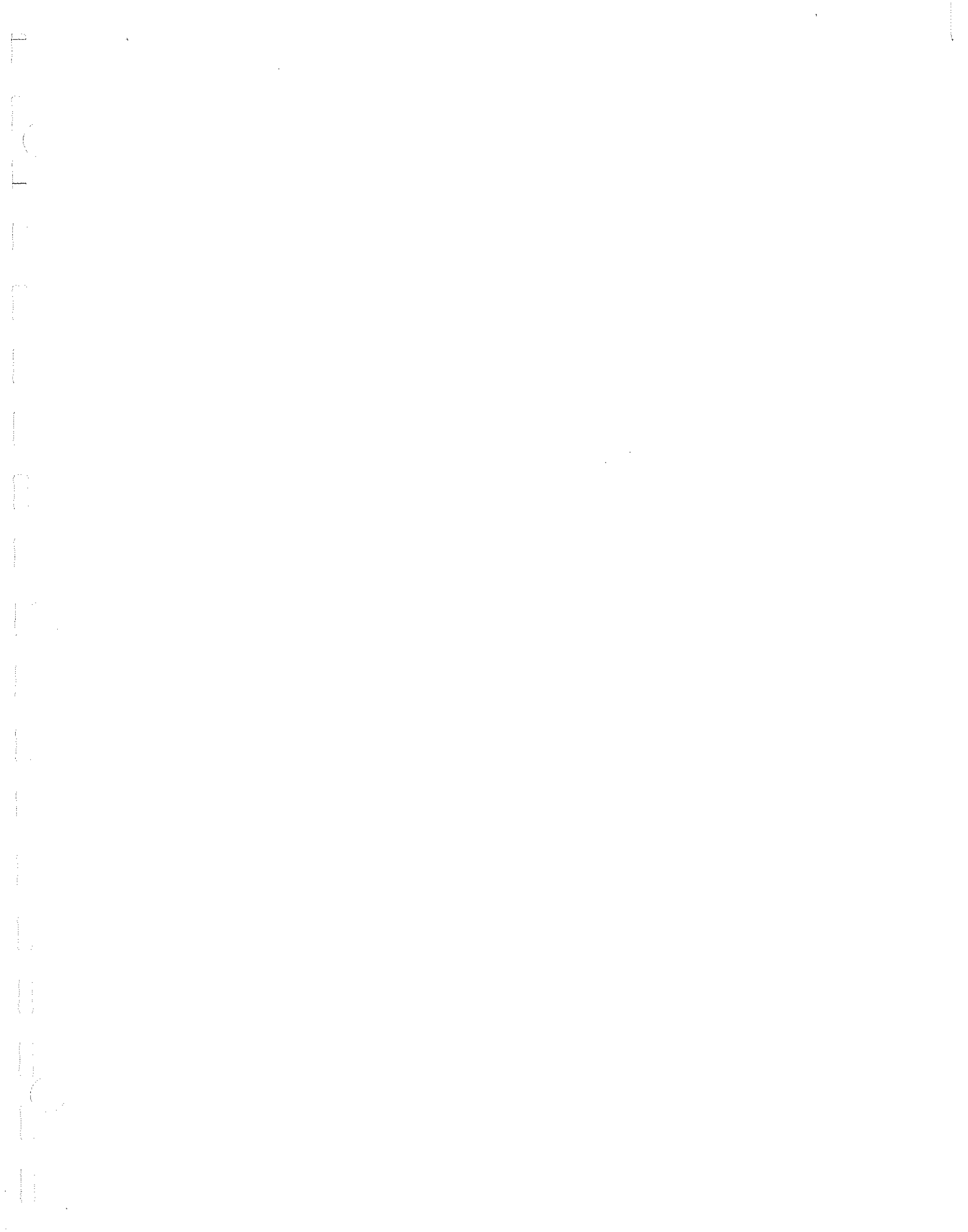
12. The grantee shall comply with the requirements of 49 CFR Part 24, Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, when acquiring land and/or permanent easements as part of this grant.

13. The grantee agrees to comply with 40 CFR 31.31, which addresses the use and disposal of real property acquired under a federal grant.

14. The grantee has obtained EPA approval for pre-award costs occurring on or after October 1<sup>st</sup> in the year of the appropriations related to land acquisition costs including surveys, appraisals, options, associated administrative work, etc. for the project covered by this grant. The grantee agrees to submit copies of invoices, appraisals, etc. to EPA for review and approval of these pre-award costs.

15. The grantee agrees to comply with the applicable Cross-Cutting Federal Laws and Authorities listed as an attachment to this grant award document.

16. The grantee will submit its reimbursement request (SF271) and appropriate invoices to EPA and obtain EPA's review of the documents prior to submitting the reimbursement request to the United States Department of Treasury's "Automated Standard Application for Payment" (ASAP) system.



# **EXHIBIT "F"**

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

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GRANT ASSISTANCE AGREEMENT

KENTUCKY INFRASTRUCTURE  
AUTHORITY

PROJECT NUMBER: WX21081310  
GRANT AMOUNT: \$750,000  
GRANTEE: Grant County Fiscal Court  
DATE OF AGREEMENT: FEBRUARY 20, 2006

## GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement ("Agreement") is made and entered into this date, FEBRUARY 20, 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 Grant County Fiscal Court ("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 \$750,000.
- 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

By: [Signature]  
Title: Executive Director

ATTEST

By: [Signature]  
Title: Secretary

GRANT COUNTY FISCAL COURT

By: [Signature]  
Title: Grant County Judge-Exec.

ATTEST

By: [Signature]  
Title: Notary Public  
State of Ky at Large  
My Commission  
Expires - 02-29-2009

EXAMINED

LEGAL COUNSEL TO THE  
KENTUCKY INFRASTRUCTURE AUTHORITY

By: \_\_\_\_\_  
Title: \_\_\_\_\_



Project Budget **WX21081310**  
 Estimated

**KENTUCKY INFRASTRUCTURE AUTHORITY  
 GRANT COUNTY FISCAL COURT**

As Bid  Revised

Cost Classification	IEDF Grant	K/A Grant	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Local Funds	Unfunded Costs	Total
1 Administrative Expenses (1)			10,000						10,000
2 Legal Expenses		7,000							7,000
3 Land, Appraisals, Easements		15,000							15,000
4 Relocation Expense & Payments									
5 Planning (2)		5,000							5,000
6 Engineering Fees - Design		86,318							86,318
7 Engineering Fees - Construction									
8 Engineering Fees - Inspection		54,920							54,920
9 Construction		549,141	173,682	196,691			50,972		970,486
10 Equipment									
11 Contingency		32,621	10,318	11,684			3,028		57,651
12 Other									
<b>Total</b>		<b>750,000</b>	<b>194,000</b>	<b>208,375</b>			<b>54,000</b>		<b>1,206,375</b>

(1) Include Interim Financing

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

Funding Sources	Amount	Date Committed
1 EPA Grant	194,000	
2 Surcharge Loan	208,375	
3		
4		
<b>Total</b>		

Local Funding Sources	Amount	Date Committed
1 Tap-on Fees	54,000	
2		
3		
<b>Total</b>		

**Total Funding**


Signature   
 Title Judge/Executive  
 Date February 21, 2006

EXHIBIT 2

RESOLUTION  
WX21081310

RESOLUTION OF THE GRANT COUNTY FISCAL COURT (GRANTEE)  
ACCEPTING THE GRANT, APPROVING THE GRANT AGREEMENT,  
AUTHORIZING THE AMENDMENT OF LOCAL BUDGET, AND  
AUTHORIZING A REPRESENTATIVE TO SIGN ALL RELATED  
DOCUMENTS

WHEREAS, the General Assembly has appropriated funds for infrastructure projects in the 2004-2006 Budget of the Commonwealth; and

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

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

NOW, THEREFORE, BE IT RESOLVED by the Fiscal Court of the Grant County as follows:

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

SECTION 2. That Darrell L. Link,  
Judge/Executive is hereby authorized, directed and empowered by the Grantee to execute the Agreement and all other necessary documents or agreements, and to otherwise act on behalf of the Grantee to implement the Project.

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

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

ADOPTED on February 20, 2006.

GRANT COUNTY FISCAL COURT, (Grantee)

 (Representative)

Title Judge/Executive

CERTIFICATE

WX21081310

GRANT COUNTY FISCAL COURT

I, the undersigned, hereby certify that I am the duly qualified and acting  
Clerk of the <sup>Grant County</sup> Fiscal Court that the foregoing is a full, true  
and correct copy of a Resolution adopted by the governing authority of said Grantee at a  
meeting duly held on February 20, 2006; that said official action appears as a matter  
of public record in the official records or journal of the governing authority; that said meeting  
was held in accordance with all applicable requirements of Kentucky law, including KRS  
61.810, 61.815, 61.820 and 61.825; that a quorum was present at said meeting; that said  
official action has not been modified, amended, revoked or repealed and is now in full force  
and effect.

IN TESTIMONY WHEREOF, witness by me this 20 day of February, 2006.

  
Secretary/Clerk/Recording Officer

OFFICE OF

**EDWARD J. LORENZ**

GRANT COUNTY ATTORNEY  
101 N. MAIN STREET, GRANT COUNTY COURTHOUSE  
WILLIAMSTOWN, KENTUCKY 41097

859-823-5091

FAX: 859-823-0028

Email: [ed@grantco.org](mailto:ed@grantco.org)

Edward J. Lorenz, County Attorney

Rita Ferguson, Assistant County Attorney

Jack Gatlin, Assistant County Attorney

Saturday, February 20, 2006

Kentucky Infrastructure Authority  
1024 Capital Center Drive, Suite 340  
Frankfort, Kentucky 40601

RE: Agreement by and between Kentucky Infrastructure Authority and Grant  
County Fiscal Court, (Grantee), dated as of 2/20, 2006

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the Grant County Fiscal Court, hereinafter referred to as the "Grantee". I am familiar with the organization and existence of the Grantee and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the Project (the "Project") with respect to which the Agreement by and between the Kentucky Infrastructure Authority ("Authority") and the Grantee is being authorized, executed and delivered.

I have reviewed the form of Agreement by and between the Authority and the Grantee and the resolution or ordinance of the governing authority authorizing the execution and delivery of said Agreement.

Based upon my review I am of the opinion that:

1) The Grantee is a [political subdivision or body politic] [corporation / water association] of the Commonwealth of Kentucky duly organized and validly existing under the Constitution and statutes of the Commonwealth of Kentucky.

2) The Agreement has been duly executed and delivered by the Grantee and is a valid and binding obligation in accordance with its terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

3) The Grantee has all necessary power and authority (i) to enter into, perform and consummate all transactions contemplated by the Agreement, and (ii) to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

4) The execution and delivery of the Agreement and the performance by the Grantee of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Grantee, or any of its properties or assets.

5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Grantee, (ii) the right or title of the members and officers of Grantee to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Agreement or the application of any monies or security therefore, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Grantee to perform its obligations under the Agreement.

6) None of the proceedings or authority heretofore had or taken by the Grantee for the authorization, execution or delivery of the Agreement has or have been repealed, rescinded, or revoked.

7) All proceedings and actions of the Grantee with respect to which the Agreement is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of Sections 61.805 to 61.850 of the Kentucky Revised Statutes.

Respectfully,


  
EDWARD J. LORENZ  
KBA# 42165

EXHIBIT 4

STATEMENT OF AGREEMENT  
TO UTILIZE  
KENTUCKY UNIFORM SYSTEM OF ACCOUNTING AND COST-BASED RATES


WX21081310

I hereby certify that the Grantee cited below agrees, as a condition of fund award, to adopt and use, within 12 months of the end of the Grantee's current fiscal year, the Kentucky Uniform System of Accounting or an alternative process (to be approved by the Kentucky Infrastructure Authority) unless grantee has previously certified adoption by an earlier date, if that being the case I certify that grantee is in compliance with the previously executed agreement. I also certify that rates and charges for water service will be based upon the cost of providing such service. The Kentucky Uniform System of Accounting may be viewed at: <http://wris.state.ky.us/kia/KUSoA.htm>.

Signed:

GRANT COUNTY FISCAL COURT  
Name of Grantee

Darrell L. Link, Judge/Executive  
Name of Representative

  
Signature

FEBRUARY 15, 2004  
Date



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

ELLEN WILLIAMS  
COMMISSIONER

August 1, 2005

Mr. Kerry Odle  
CMW, Inc  
138 North Keeneland Drive, Suite E  
Richmond, KY 40475

RE: Bullock Pen Water District Phase 11 Waterline Extension, WX21081310  
CFDA# 66.606  
SAI# KY20050701-0748

Dear Mr. Odle:

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.

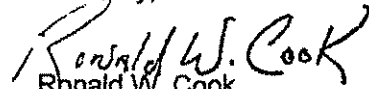
You should now continue with the application process prescribed by the appropriate funding agency. This process may include a detailed review by state agencies that have authority over specific types of projects.

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,

  
Ronald W. Cook  
Kentucky State Clearinghouse

Attachments

Cc: Northern Kentucky ADD  
EPA



The Labor Cabinet has made the following advisory comment pertaining to State Application Identifier Number KY200507010748

PW RATES MAY APPLY-CONTACT KY DEPT OF LABOR AT 502-564-3070. May impact KY OSH regulations and standards.

The Heritage Council has made the following advisory comment pertaining to State Application Identifier Number KY200507010748

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 Office of State Budget Director has made the following advisory comment pertaining to State Application Identifier Number KY200507010748

The Natural Resources has made the following advisory comment pertaining to State Application Identifier Number KY200507010748

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.

The proposed project is subject to Division of Water (DOW) jurisdiction because the following are or appear to be involved: water lines and appurtenances and storm water discharge. Prior approval must be obtained from the DOW before construction can begin. The applicant must cite the State Application Identifier (SAI # KY200507010748) when submitting plans and specifications to the DOW.

From the application data, DOW ascertains that the proposed project is located in a floodplain area. Therefore, a floodplain construction permit will be required for this project.

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.

The Transportation has made the following advisory comment pertaining to State Application Identifier Number KY200507010748

There does not appear to be any adverse impacts on any planned or on-going highway projects.

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. 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.

**EXHIBIT 11**

**FUNDING CERTIFICATION**

**WX21081310**

**GRANT COUNTY FISCAL COURT**

I hereby certify that the Grantee cited below has identified and applied for all available sources of funding for the project cited above.

**Signed:**

**GRANT COUNTY FISCAL COURT**  
**Name of Grantee**

Darrell L. Link, Judge/Executive  
**Name of Representative**

  
**Signature**

FEBRUARY 21, 2006  
**Date**



# **EXHIBIT "G"**

