

Warren County
Water District

December 6, 2011

RECEIVED

DEC 07 2011

MR JEFF DEROUEN
EXECUTIVE DIRECTOR
PUBLIC SERVICE COMMISSION
P O BOX 615
FRANKFORT KY 40602

PUBLIC SERVICE
COMMISSION

RE: Case No. 2011-00418
Warren County Water District

Dear Mr. Derouen:

Enclosed are the original and five copies of the District's Responses to the Commission Staff's First Request for Information to Warren County Water District.

In our transmittal letter for the original application we requested that the Commission consider issuing an interim order to allow construction to begin, if more time is needed for the approval of the tariff for capital recovery contributions from customers. However, we would hope that with the time that has elapsed and the detailed information that has been provided, a favorable decision can be reached on both issues very soon. The SICRA concept is a critically important part of the overall financing plan and it will be difficult to move forward until all the pieces are in place.

We appreciate your assistance on this project.

Sincerely,

Alan H. Vilines, P.E.
General Manager

AHV:jh

Enclosures

Providing high quality
water and wastewater
services to families and
businesses throughout
Warren County.



COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

THE APPLICATION OF WARREN COUNTY)
WATER DISTRICT, WARREN COUNTY, KENTUCKY)
(A) FOR A CERTIFICATE OF CONVENIENCE AND)
NECESSITY PURSUANT TO KRS 278.020)
AUTHORIZING SAID DISTRICT TO CONSTRUCT)
IMPROVEMENTS AND EXTENSIONS TO ITS)
EXISTING SEWER SYSTEM, WHICH) CASE NO. 2011-00418
IMPROVEMENTS AND EXTENSIONS WILL BE)
FINANCED IN WHOLE OR IN PART UNDER THE)
TERMS OF AN AGREEMENT BETWEEN THE)
WATER DISTRICT AND THE KENTUCKY)
INFRASTRUCTURE AUTHORITY; AND (B) FOR)
AUTHORITY TO ISSUE CERATIN SECURITIES)
AS REQUIRED BY KRS 278.300)

RESPONSES TO
COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION
TO WARREN COUNTY WATER DISTRICT

The Warren County Water District by counsel, hereby provide answers and responses to the Commission Staff's request for information. An original and five (5) copies of the answers and responses are filed with the Commission. Alan H. Vilines, PE shall be the witness who will be responsible for responding to questions relating to the information provided:

1. Describe Warren District's current plans to expand the capacity of the existing lift station and force main to accommodate the initial projected wastewater flow of 2,000 gallons per day ("gpd")

RESPONSE: The capacity of the existing lift station and force main which will receive wastewater flows from the proposed sewer line extension is 461,000 gallons per day (gpd). Existing wastewater flows at the lift station average 7,300 gpd. Therefore, the existing lift station has adequate

capacity to accommodate the initial projected wastewater flow of 2,000 gpd from the proposed sewer line.

2. Describe Warren District's current plans to expand the capacity of the existing lift station and force main to accommodate the future projected wastewater flow of 160,000 gpd.

RESPONSE: The capacity of the existing lift station and force main which will receive wastewater flows from the proposed sewer line extension is 461,000 gpd. Existing wastewater flows at the lift station average 7,300 gpd. Therefore, the existing lift station has adequate capacity to accommodate the future projected wastewater flow of 160,000 gpd from the proposed sewer line in its current state.

3. a. State the projected cost for the necessary upgrades to the existing lift station and force main.

RESPONSE: Upgrades to the existing lift station and force main are not required.

- b. Describe how Warren District will fund the improvements.

RESPONSE: Upgrades to the existing lift station and force main are not required.

4. Provide two copies of the proposed project's plans and specifications. In lieu of providing two paper copies, a paper copy and an electronic copy may be submitted. The electronic copy shall be in portable document format and provided on CD-Rom or other suitable electronic storage media.

RESPONSE: Two copies of the Project's plans and specifications are enclosed as Exhibit A.

5. a. Provide the minutes of the meeting(s) of Warren District's Board of Commissioners in which the proposed project was discussed.

RESPONSE: See Exhibit B.

b. Provide the minutes of the meeting of Warren District's Board of Commissioners in which the Board selected a contractor for the proposed project.

RESPONSE: See Exhibit C.

6. a. Explain how the boundary for the Sewer Interceptor Capital Recovery Area ("SICRA") was established.

RESPONSE: The SICRA area was defined as stated in the Engineering Report (Page 4) by the properties that could be served by gravity sewers along the proposed route of the interceptor.

b. Provide all correspondence, internal memoranda, notes, and electronic mail messages in which Warren District officials or employees discussed the SICRA boundaries.

RESPONSE: None of these documents were produced.

c. Explain why the area located on Highway 242 west of Nashville Road was not included in the SICRA boundary.

RESPONSE: The existing terrain, specifically a depression and sinkhole, prevent the extension of gravity sewer westerly along Highway 242 beyond the tracts already included within the SICRA.

7. Provide all correspondence, internal memoranda, notes and electronic mail messages between Warren District officials or employees and Warren County officials or employees in which financing of the proposed sewer main was discussed.

RESPONSE: See Exhibit D.

8. Describe Warren Districts current plans for the expansion of the SICRA boundary for any future wastewater expansions to the proposed project.

RESPONSE: There are no plans to expand the SICRA boundary.

9. Describe how Warren District determined that, when the SICRA has been built out, wastewater flows from the area will be 160,000 gpd. Provide all workpapers, show

all calculations, and state all assumptions that Warren District used to reach this determination.

RESPONSE: To calculate the total potential number of residential units, the estimated density and developable area had to be established. To determine the estimated density, recent subdivision developments in the area were reviewed to determine an average development density. Based on this data, a density of 2 units per acre was used as shown in the table below:

Density Calculation				
<u>Subdivision</u>	<u>Units</u>	<u>Acres</u>	<u>Units/Acre</u>	
Springfield	252	59.20	4.26	< Too Dense
Sutherland Farms	177	73.80	2.40	
Olde Stone	376	152.00	2.47	
Ivan Downs/Belle Haven	284	194.20	1.46	
			2.11	< Average of Bottom Three
			2.00	< Use

To determine the developable area of the SICRA, the calculations shown at the top of Exhibit E were performed. Based on this, the total number of estimated units at build out was 1,180. The total flow was calculated using the District's average gallons per residential customer of 139 gallons per day. The calculations below detail the total projected build out flow of 160,000 gallons per day.

Est. Number of Units in SICRA	1,180	units
2010 Avg. Res. Monthly Usage	4,160	gal/mo
2010 Avg. Res. Daily Usage	139	gpd
Total Proj. Daily Flow (Build-out)	163,627	gpd
USE	160,000	gpd

10. Refer to “Engineering Report: Buchanan Park Sewer Line Extension” at 3. State whether Warren County Fiscal Court’s contribution of \$170,240 funds only the cost of the sewer main inside Buchanan Park.

RESPONSE: Warren Fiscal Court's contribution of \$170,240 funds only the cost of the sewer main inside Buchanan Park.

11. Explain why Warren County Fiscal Court is not assuming responsibility of a portion of the proposed project’s engineering and contingency costs.

RESPONSE: Warren Fiscal Court is interested in connecting the county park on Nashville Road to the public sanitary sewer system. The minimum size gravity sewer allowed by the Division of Water (8-inch) would provide the capacity required for the wastewater generated at the park. However with the potential for growth in this section of the county, it was important for the sewer to be designed and constructed to accommodate that growth. The District opted to provide the engineering work with its own in-house engineering staff as an in-kind contribution to the project. These engineering services have an approximate value equal to the increased cost of upsizing the sewer line from 8-inch to the 15-inch and 12-inch sizes included in the final interceptor design along Hwy 242 and Nashville Road.

Warren Fiscal Court is assuming a significant responsibility in guaranteeing the debt service on the KIA loan associated with this project. Therefore, the District considered it appropriate to fund the contingency. The project is well defined and at this time it is expected that very little of the contingency amount will be required. If the contingency is not used, the total project cost and the District’s contribution amount will be reduced.

12. Explain why Warren County Fiscal Court is assuming responsibility only for the cost of the portion of proposed sewer main that is located within Buchanon Park and on Warren County property.

RESPONSE: As explained in Answer 11 above Warren Fiscal Court is not just assuming responsibility for the cost of the portion of the proposed sewer main located within the park. It is also guaranteeing the debt service payments on the KIA loan associated with this project. The rationale is that the county's lump sum contribution matches the construction cost of the sewer that serves only the park and the loan amount is approximately equal to the cost of the interceptor sewer along Hwy. 242 and Nashville Road, if it had been designed as an 8-inch sewer. The interceptor sewer is located such that it can serve several properties along its route and can be extended, therefore it serves the general public. As development occurs within the SICRA boundary, the capital recovery contributions will help to offset some of the county's debt service obligation.

13. a. State whether Warren District intends to assess a SICRA fee to Warren County Fiscal Court for any connections to the proposed sewer main made within the Buchanon Park.

RESPONSE: The District does not intend to assess a SICRA fee to Warren Fiscal Court for connections within the county park. The SICRA boundary was purposely drawn to not include the park.

b. (1) If Warren District intends to assess a SICRA fee, state the amount of the fee and describe how it was calculated.

RESPONSE: Not applicable.

(2) If Warren District does not intend to assess a SICRA fee, explain why not.

RESPONSE: Warren Fiscal Court has taken a primary role in the financing of this project as described above, in several other items filed in

this case and specifically in the Agreement dated September 7, 2011. Although the capital recovery contributions from within the SICRA will help the county with its obligation, the actual number and timing of those contributions are uncertain. With the commitment already made by the county, it was appropriate to exclude the park from the SICRA.

14. Describe the effects on Warren District's proposed project if the Public Service Commission denies Warren District's request to assess the proposed SICRA fee.

RESPONSE: The effect on the project if the PSC denies the District's request to assess the capital recovery contributions is unknown at this time. Because it is such a fair and equitable approach, both the Warren Fiscal Court and the District have assumed that the SICRA concept and the related contributions from customers would be approved. The capital recovery contributions are an integral part of the agreement between the District and the county and if the SICRA concept is not approved, the parties will need to reconsider all financial arrangements.

This request for information suggests a broader policy question concerning whether the cost of sewer extension projects should be paid for by all individual property owners ultimately served by the extension, or paid for entirely by the entity that first needed service and initiated the project to serve a specific location. Unlike water service which can be extended into rural areas at a reasonable cost, the high cost of sewer extensions into unserved areas becomes a financial burden and typically unfeasible for the initial user. The premise of the SICRA is to allow the initial user (such as the Fiscal Court) to recover its principal investment for a sewer extension that will eventually benefit a larger group of users. Allowing the initial user the possibility of recovering some, if not all, of the initial construction cost will encourage the extension of sewers into unserved areas. It is unfeasible to place this high cost of sewer extensions on all rate payers as it would result in unacceptably high rates and/or quickly deplete any reserves that the utility may have on deposit.

15. State the use(s) for which the real property within the SICRA is currently zoned.

RESPONSE: A map depicting the current zoning for the real property within the SICRA is attached as Exhibit F.

16. Refer to "Engineering Report: Buchanan Park Sewer Line Extension" at 6-7. Identify the new commercial customer that Warren District expects to serve through the proposed sewer main.

RESPONSE: The new commercial customer that Warren Water expects to serve through the proposed sewer main is Warren County Fiscal Court. The service location will be the Buchanan Park.

17. Refer to "Engineering Report: Buchanan Park Sewer Line Extension" at 3. Describe how Warren District determined that its share of the proposed project costs was \$142,160.

RESPONSE: In accordance with the agreement with Warren Fiscal Court, the county is to pay a lump sum amount for the actual construction cost of the sewer collector on its park property and guarantee the debt service on the KIA loan. With the lump sum contribution from the county established by construction bids and the KIA loan amount fixed prior to the bid opening, the difference required to reach the final total project cost estimate results in the District's contribution amount of \$142,160. Also, see Answer 11 above.

18. State the effect of Warren District's plan to finance the proposed project, including the proposed SICRA fee, if Warren County Fiscal Court terminates the Agreement of September 7, 2011 with Warren District any time after the end of Fiscal Year 2012.

RESPONSE: The provision of the Agreement dated September 7, 2011 which permits termination by the Fiscal Court at any time after the end of Fiscal year 2012 was included solely in order to comply with existing law which prohibits the Fiscal Court from binding itself beyond the current

fiscal year. There is absolutely no reason to believe and, in fact, there have been assurances to the contrary, that the Fiscal Court will not continue to honor its obligations under the Agreement beyond the end of the 2012 Fiscal year and until full performance of its contractual obligations. If for some unanticipated reason, the Fiscal Court should terminate the Agreement after the end of fiscal year 2012, Warren Water would continue to meet its loan obligations.

19. State the source(s) of funds for the \$142,160 that Warren District will contribute to the cost of the proposed project.

RESPONSE: These funds will come from depreciation reserves that the District now has on deposit.

20. Refer to Warren District's Application, Exhibit D.

a. Provide all workpapers, show all calculations, and state all assumptions used to derive the SICRA fee for each meter size. The response should list each cost component that the SICRA fee is intended to recover.

RESPONSE: As described in the last paragraph of Page 4 of the Engineering Report, the SICRA fee is to cover only the KIA loan portion of the project (\$823,900.00). To establish a SICRA cost for a standard 5/8" residential meter, this amount was divided by the estimated 1,180 potential units (The calculation for the potential developable units is shown in Answer 9). The Engineering Report shows how the SICRA fee was calculated using meter diameter ratios with the 5/8" meter being the basis (value of 1). The diameter ratio was then multiplied by \$700 to determine the SICRA fee for each larger meter. WCWD's calculation sheet is provided in Exhibit E.

b. Provide all workpapers, show all calculations, and state all assumptions used to derive the sewer connect fees. The response should list each cost that the sewer connect fee is intended to recover.

RESPONSE: The standard sewer connect fees are unchanged. The Commission approved the sewer connect fees on September 9, 1993, Case No. 93-289 and are contained in the District's existing tariffs. No workpapers, etc. used to derive these fees could be found.

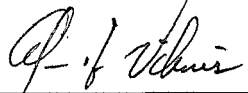
DATED this 6th day of December, 2011 .

COLE & MOORE, P.S.C.
9221 College Street
Bowling Green, KY 42101
(270) 782-6666

BY: 
Frank Hampton Moore, Jr.

**CERTIFICATION OF PERSON PREPARING/SUPERVISING
THE PREPARATION OF THE RESPONSE**

This is to certify that the undersigned prepared and/or supervised the preparation of this response on behalf of Warren County Water District and that this response is true and accurate to the best of his knowledge, information, and belief formed after reasonable inquiry.

BY: 
Alan H. Vilines, PE

COMMONWEALTH OF KENTUCKY

COUNTY OF WARREN

SUBSCRIBED AND SWORN to before me by Alan H. Vilines on the 6th day of December, 2011.


Notary Public
My Commission Expires: 12/21/13

CERTIFICATION OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was on the 6th day of Dec., 2011, mailed for overnight delivery, postage prepaid, to the following:

Original and 5 copies to:

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

Copies to:

Alan H. Vilines
General Manager
Warren County Water District
523 U.S. 31W Bypass
P. O. Box 10180
Bowling Green, KY 42102-4780


Frank Hampton Moore, Jr.

**TWO COPIES OF THE PLANS &
SPECIFICATIONS ARE ENCLOSED UNDER
SEPARATE COVER**

**MINUTES
WARREN COUNTY WATER DISTRICT**

The Warren County Water District Board of Commissioners met in regular session on Tuesday, February 22, 2011, at 4:00 p.m. at the Water District Office at 523 US 31W Bypass, Bowling Green, Kentucky.

QUORUM CHECK

Those members present were: Henry Honaker – Chairman, Glen Johnson - Secretary, Joe Taylor – Treasurer and Harvey Johnston. Also present were Hamp Moore – Attorney and Alan Vilines – General Manager.

Mr. Honaker called the meeting to order and determined a quorum was present.

**MINUTES
APPROVED**

Mr. Taylor made a motion to approve the minutes of the meeting of January 25, 2011. Mr. Johnston seconded the motion and all voted "aye".

**OPERATING
REPORTS**

The Operating Reports for the period ending January 2011 were reviewed.

**ATTORNEY'S
REPORT**

Mr. Moore reported that he has been working with the Warren County Schools to secure documents related to water and sewer easements and a deed to a lift station site.

**LIST OF
ACCOUNTS**

Mr. Johnson made a motion to transfer the list of accounts dated February 2011 for collection. Mr. Taylor seconded the motion and all voted "aye."

**GENERAL
MANAGER'S
REPORT**

The General Manager reported on the following:

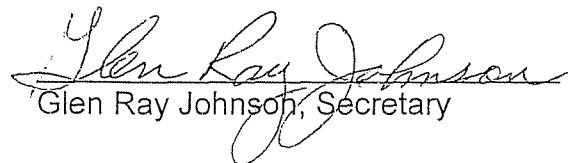
1. The Tabulation of Bids for three new small pickup trucks was reviewed. As previously authorized, the purchase order was awarded to the low bidder, Greenwood Ford of Bowling Green.
2. A pre-application for a FEMA grant to perform mitigation work at stream crossings where water mains are exposed has been approved and the District was invited to submit a final application. The estimated cost of this work is \$32,600. Mr. Johnston made a motion approving the application; Mr. Johnson seconded the motion and all voted "aye."

3. An update on efforts to obtain authorization and funding for an allocation study for a supplemental water supply from Barren River Reservoir was provided. Following a January 18th meeting with BGMU, the Corps of Engineers and representatives from Congressman Guthrie's office, the Corps is now considering a simplified approach which could expedite the study.
4. Work underway on the 2010 Water System Improvement project includes pipeline construction on Plano Road and mobilization activities on Plum Springs Loop.
5. Recent activities regarding the extension of a gravity sewer on Nashville Road to serve proposed developments and the county park were summarized. The county is considering a funding arrangement with property owners and the District much like the one used a few years for the Russellville Road and Barren River Road extensions.
6. There have been no lost time accidents.

ADJOURN

There being no further business, Mr. Johnston made a motion to adjourn the meeting. Mr. Johnson seconded the motion, all voted "aye" and the meeting was adjourned.

Respectfully submitted,


Glen Ray Johnson, Secretary

**MINUTES
WARREN COUNTY WATER DISTRICT**

The Warren County Water District Board of Commissioners met in regular session on Tuesday, April 26, 2011, at 4:00 p.m. at the Water District Office at 523 US 31W Bypass, Bowling Green, Kentucky.

QUORUM CHECK

Those members present were: Henry Honaker – Chairman, Tad Donnelly, Vice-Chairman, Glen Johnson - Secretary, Joe Taylor – Treasurer and Harvey Johnston. Also present was Alan Vilines – General Manager.

Mr. Honaker called the meeting to order and determined a quorum was present.

MINUTES APPROVED

Mr. Taylor made a motion to approve the minutes of the meeting of March 22, 2011. Mr. Johnson seconded the motion and all voted "aye".

**OPERATING
REPORTS**

The Operating Reports for the period ending March 2011 were reviewed.

**LIST OF
ACCOUNTS**

Mr. Johnson made a motion to transfer the list of accounts dated April 2011 for collection. Mr. Taylor seconded the motion and all voted "aye."

**GENERAL
MANAGER'S REPORT**

The General Manager reported on the following:

1. A preliminary Project Budget for a sewer extension along Nashville Road to Buchanan Park was presented. Mr. Donnelly made a motion to authorize an application for a KIA loan for this extension if the Fiscal Court elects to proceed with the project; Mr. Johnston seconded the motion and all voted "aye."
2. BGMU has requested the Water District's participation on the following projects: WTP Backwash Project, cleaning and painting of piping - \$72,000; WTP Raw Water Pumps #7 & #8 VFD Control, engineering - \$30,080; WTP High Service Pump #4 with VFD and Enclosure, engineering - \$65,800; Jennings Creek Interceptor Manhole Castings and Vents - \$97,001; and Jennings Creek Interceptor Cleaning and Video Inspection - \$96,069. Cost allocations for the water plant projects will be based on renovation type work and the costs for the sewer projects will be allocated per agreed methodology for sewer interceptors. Mr. Johnston made a motion approving the cost sharing of these projects; Mr. Donnelly seconded the motion and all voted "aye."
3. The Public Service Commission requires that the District's tariff regarding fire protection include a provision that fire departments can be fined if they do not report water usage. Mr. Johnston made a motion approving an addition to the District's tariff to include this provision; Mr. Donnelly seconded the motion and all voted "aye."
4. USDA Rural Development has requested that future debt service payments be made by direct debit from the District's bank account.

Mr. Taylor made a motion to approve an Authorization Agreement for Preauthorized Payments for this purpose; Mr. Johnson seconded the motion and all voted "aye."

5. A list of rates quoted by local banks for investments in certificates of deposit was distributed. Mr. Johnston made a motion to invest \$250,000 in 12 or 13 month CD's with each of the banks with the five best rates: Citizens First, Edmonton State, American, Bank of Edmonson County and Farmers. Mr. Honaker, Mr. Taylor and Mr. Vilines will be authorized signers on these new accounts. Mr. Taylor seconded the motion and all voted "aye."
6. On April 19th one of the District's Ford Rangers that was parked at the warehouse was stolen and subsequently crashed into a guard rail in Edmonson County. The truck was a total loss. Mr. Johnson made a motion to purchase a replacement truck from Greenwood Ford in accordance with previous bid documents and with adjustment for the current government price concession; Mr. Johnston seconded the motion and all voted "aye."
7. On the Plano Rd. water line replacement all pipe is laid except for about 700 feet. The Plum Springs water line is installed and is now being tested. The easement on the Lost River School property has been obtained and the Natcher Force Main Extension is now underway.
8. Community relations activities in conjunction with Earth Day and Drinking Water Week were outlined. These include a poster contest at North Warren Elementary and a video public service announcement contest for middle and high schools in the county. The winning video by Drakes Creek Middle School is now being aired on local TV stations. A display is up at the public library and presentations are planned at several grade schools.
9. A lost time accident occurred on April 12th when a Repairman twisted his knee while on a construction site. Because the torn cartilage required surgery, he is expected to be off work for several weeks.

**GENERAL
MANAGER'S ANNUAL
EVALUATION**

The General Manager's annual performance evaluation was completed.

ADJOURN

There being no further business the meeting was adjourned.

Respectfully submitted,


Glen Ray Johnson, Secretary

**MINUTES
WARREN COUNTY WATER DISTRICT**

The Warren County Water District Board of Commissioners met in regular session on Tuesday, July 26, 2011, at 4:00 p.m. at the Water District Office at 523 US 31W Bypass, Bowling Green, Kentucky.

QUORUM CHECK Those members present were: Henry Honaker – Chairman, Tad Donnelly - Vice-Chairman, Joe Taylor – Treasurer, Glen Johnson - Secretary and Harvey Johnston. Also present were Hamp Moore – Attorney, Alan Vilines – General Manager and Jon Schubarth – Manager of Engineering and Construction.

Mr. Honaker called the meeting to order and determined a quorum was present.

MINUTES APPROVED Mr. Johnson made a motion to approve the minutes of the meeting of June 14, 2011. Mr. Donnelly seconded the motion and all voted "aye".

OPERATING REPORTS The Operating Reports for the period ending May and June 2011 were reviewed

BGMU/WCWD JOINT ENGINEERING, PLANNING AND FINANCE COMMITTEE Mr. Taylor reported on the BGMU/WCWD Joint Engineering, Planning and Finance Committee meeting of June 16th. Updates were presented on the waste water treatment plant project, the backwash project, and several other new projects at the water treatment plant. The Jennings Creek Interceptor video inspection and manhole improvements were also discussed. Major items included in the wholesale rate study were reviewed by staff members and the committee passed a motion to recommend the rates to each respective board.

Mr. Vilines discussed several details of the wholesale rate study as outlined in the joint staff letter of June 16, 2011, and summarized the changes in wholesale rates for each of the service areas. Schedules of proposed retail water and sewer rates were presented along with a comparison of retail bills for the larger systems in Kentucky. Mr. Donnelly made a motion to approve the wholesale rates as recommended by the Joint Committee and to proceed with filing a Purchased Water Adjustment with the Public Service Commission followed by implementation of the retail rate increase. Mr. Johnston seconded the motion and all voted "aye."

ATTORNEY'S REPORT Mr. Moore stated that the application for a meter testing deviation has been filed with the PSC. He has also been working with management on several aspects of the Nashville Road sewer extension.

LIST OF ACCOUNTS Mr. Taylor made a motion to transfer the list of accounts dated July 2011 for collection. Mr. Johnson seconded the motion and all voted "aye."

GENERAL MANAGER'S REPORT The General Manager reported on the following:

1. Mr. Schubarth presented a proposal for funding the Nashville Road sewer extension to Buchanon Park which includes establishing a sewer interceptor capital recovery area. In addition to regular tap

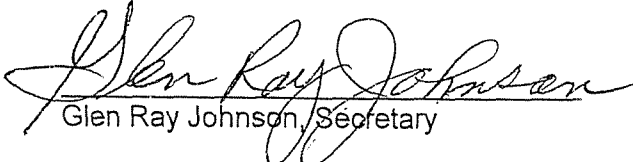
fees, the District would collect capital recovery contributions at the time customers apply for sewer service and these contributions would be used to offset annual debt service on a KIA loan. Under this plan Warren Fiscal Court would pay any difference between the capital recovery contributions collected each year and the annual debt service payments. It was the consensus of the board that this would be a good approach, if the county finds it acceptable.

2. The Mobile GIS pilot has been successful in identifying the best equipment and methods to be used in a fully implemented program. The system has proven to be very beneficial for operations. The employees involved in the pilot have been able to use the system effectively with minimal training. Mr. Johnston made a motion to proceed with the complete Mobile GIS program; Mr. Johnson seconded the motion and all voted "aye."
3. The conversion to the new customer information system is going well. There have been three data extractions from the old system with progressively better results. The new software has been installed and was used by cashiers in parallel with the old system for one entire week in June. This identified certain items that need to be corrected and modified, but overall the comparison of the transactions entered was good. A second parallel test is scheduled for late August and the "go live" date for full implementation is September 26th.
4. The Tabulation of Bids for the Hwy. 31W Water & Sewer Line Relocations was distributed. Mr. Taylor made a motion to award the construction contract to the low bidder, Clay Pipeline, Inc. of Manchester, KY. Mr. Johnston seconded the motion and all voted "aye."
5. Construction on the Natcher Parkway Force Main Extension is complete except for cleanup work.
6. Mr. Johnston made a motion to appoint Mr. Taylor as the District's voting delegate at the upcoming Kentucky Rural Water Association's Annual Conference with Mr. Vilines as an alternate; Mr. Donnelly seconded the motion and all voted "aye."
7. There have been no lost time accidents.

ADJOURN

There being no further business, Mr. Johnston made a motion to adjourn the meeting. Mr. Donnelly seconded the motion, all voted "aye" and the meeting was adjourned.

Respectfully submitted,


Glen Ray Johnson, Secretary

**MINUTES
WARREN COUNTY WATER DISTRICT**

The Warren County Water District Board of Commissioners met in regular session on Tuesday, August 23, 2011, at 4:00 p.m. at the Water District Office at 523 US 31W Bypass, Bowling Green, Kentucky.

QUORUM CHECK

Those members present were: Tad Donnelly - Vice-Chairman, Joe Taylor – Treasurer, Glen Johnson - Secretary and Harvey Johnston. Also present were Hamp Moore – Attorney, and Alan Vilines – General Manager.

Mr. Donnelly called the meeting to order and determined a quorum was present.

**MINUTES
APPROVED**

Mr. Johnston made a motion to approve the minutes of the meeting of July 26, 2011. Mr. Taylor seconded the motion and all voted “aye”.

**OPERATING
REPORTS**

The Operating Reports for the period ending July 2011 were reviewed

**ATTORNEY'S
REPORT**

Mr. Moore stated that he had been working with the County Attorney in responding to an inquiry from Roy Cooksey. He has also reviewed the draft agreement with Fiscal Court for the Nashville Road sewer extension.

**LIST OF
ACCOUNTS**

Mr. Taylor made a motion to transfer the list of accounts dated August 2011 for collection. Mr. Johnson seconded the motion and all voted “aye.”

**GENERAL
MANAGER'S
REPORT**

The General Manager reported on the following:

1. Warren Fiscal Court approved the Nashville Road sewer line extension to Buchanan Park at their August 12th meeting. The KIA loan application has been filed and the engineering work on this project has begun. Mr. Donnelly made a motion approving and authorizing execution of the agreement with Warren Fiscal Court for the sewer extension; Mr. Johnston seconded the motion and all voted “aye.” Mr. Johnson made a motion authorizing the advertisement for construction bids and an application to the PSC for a Certificate of Convenience and Necessity; Mr. Taylor seconded the motion and all voted “aye.”

**MINUTES
WARREN COUNTY WATER DISTRICT**

The Warren County Water District Board of Commissioners met in regular session on Tuesday, September 27, 2011, at 4:00 p.m. at the Water District Office at 523 US 31W Bypass, Bowling Green, Kentucky.

QUORUM CHECK

Those members present were: Henry Honaker – Chairman, Tad Donnelly - Vice-Chairman, Joe Taylor – Treasurer, Glen Johnson - Secretary and Harvey Johnston. Also present were Hamp Moore – Attorney, Jeff Peoples – Manager of Administration and Finance and Alan Vilines – General Manager.

Mr. Honaker called the meeting to order and determined a quorum was present.

**MINUTES
APPROVED**

Mr. Johnston made a motion to approve the minutes of the meeting of August 23, 2011. Mr. Taylor seconded the motion and all voted “aye”.

**OPERATING
REPORTS**

The Operating Reports for the period ending August 2011 were reviewed

**BGMU/WCWD
JOINT
ENGINEERING,
PLANNING AND
FINANCE
COMMITTEE**

Mr. Taylor reported on the BGMU/WCWD Joint Engineering, Planning and Finance Committee meeting of September 20, 2011. Updates were presented on the Alternate Water Supply Study by the Corps of Engineers, the waste water treatment plant project, the WTP backwash project and the WTP raw water pump project. The committee was also informed of several new projects including sewer manhole inspections and repairs, WTP structural repairs and piping improvements on Reservoir Hill.

Based on the Committee’s recommendations, Mr. Johnston made a motion to approve the following projects: construction of WTP Raw Water Pump VFD - \$346,500; North Warren Sewer Discharge Odor Control - \$12,500; engineering and construction on WTP Structural Repairs - \$232,500; and construction of WWTP Sludge Holding Structural Repairs - \$23,675. All these will be considered renovation projects for cost allocation purposes, except the odor control project which will be designed, installed and funded by the District. Mr. Johnson seconded the motion and all voted “aye.”

**ATTORNEY’S
REPORT**

Mr. Moore stated that he had been working with management on the Buchanon Park interceptor project.

**LIST OF
ACCOUNTS**

Mr. Johnson made a motion to transfer the list of accounts dated September 2011 for collection. Mr. Taylor seconded the motion and all voted "aye."

**GENERAL
MANAGER'S
REPORT**

The General Manager reported on the following:

1. Shelton & Associates has completed their work on the arbitrage filings required for the District's bonds. Mr. Peeples presented a "Summary of Arbitrage 8038-T Filings" which indicated an amount due to the US Treasury of \$70,259. The necessary tax forms will be filed with the payment and in the future these filings will be kept current.
2. Warren Fiscal Court has approved the agreement with the District for the Buchanan Park Sewer Extension. The project was advertised on September 22nd and bids will be opened October 13th. After the bid opening the application for the required Certificate of Public Convenience and Necessity will be submitted to the PSC.
3. A list was distributed which described recommended replacements for Trucks 44, 49 and 69. Mr. Johnston made a motion to advertise for bids and purchase the replacements for these trucks from the low bidder; Mr. Donnelly seconded the motion and all voted "aye."
4. A preliminary floor plan was presented for renovation of the former meter shop in the warehouse building to create a locker room for outside employees. Further details of the renovation will be discussed with those who will use the facility. Mr. Johnston made a motion to proceed with this project; Mr. Donnelly seconded the motion and all voted "aye."
5. Mr. Vilines reported on the Butler, Simpson, and Warren County Joint Utility Committee Meeting held September 15, 2011.
6. The contractor for the Hwy. 31W South Water & Sewer Line Relocations has completed most bores, laid the water line on the east side of Hwy. 31W near Elrod Rd. and is performing well.
7. The PSC approved the District's purchased water adjustment for water and sewer wholesale rate changes and the new retail rates went into effect September 1.

8. The Division of Water completed its sanitary survey which is performed every three years and found two deficiencies. One related to low chlorine levels in a portion of the distribution system and the other requested that the District adopt a written cross-connection control program. The chlorine comment has been addressed and the cross-connection control program will be developed over the next several months.
9. Bluegrass Cellular has requested that it be allowed to install additional equipment on the Plano Tank. This would require an amendment to the existing lease and provide \$10,800 additional revenue to the District. Mr. Johnson made a motion to approve the amendment; Mr. Johnston seconded the motion and all voted "aye."
10. Mr. Donnelly made a motion to approve the tuition assistance requested by Brian Martin for another class at WKU. Mr. Johnson seconded the motion and all voted "aye."
11. The Warren County Board of Education is interested in extending a public sewer to the Rockfield Elementary School. The board concurred with an approach similar to past projects which might include possible cost sharing by the District and SICRA reimbursements.
12. There have been no lost time accidents.

ADJOURN

There being no further business, Mr. Johnson made a motion to adjourn the meeting. Mr. Taylor seconded the motion, all voted "aye" and the meeting was adjourned.

Respectfully submitted,


Glen Ray Johnson, Secretary

**EXCERPTS OF MINUTES OF A
REGULAR MEETING OF THE
WARREN COUNTY WATER DISTRICT**

The Board of Commissioners of the Warren County Water District met in regular session on November 22, 2011, at 4:00 p.m. at 523 U.S. Hwy 31-W Bypass, Bowling Green, Kentucky. The meeting was called to order with Henry Honaker, Chairman, presiding, and the following other members of the Commission present: Thomas A. Donnelly, Vice-Chairman; Glen Johnson, Secretary; Joe Taylor, Sr., Treasurer and Harvey Johnston. Also present were Frank Hampton Moore, Jr., Attorney and Alan Vilines, General Manager.

* * *

(Other Business)

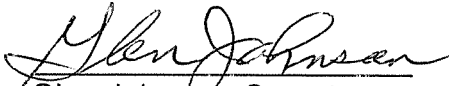
In response to a request by the Public Service Commission the District's staff provided additional information to complete the application for a Certificate of Convenience and Necessity on the Buchanan Park Sewer Extension project. Additional items have also been forwarded to the Kentucky Infrastructure Authority so that the loan agreement can be drafted in anticipation of the PSC's approval. Mr. Johnson made a motion to award the construction contract for this sewer extension to the low bidder, Twin States Utilities of Mt. Herman, KY, upon approval of the District's application by the PSC. Mr. Johnston seconded the motion and all voted "aye."

(Other Business)

* * *

Upon motion and vote the meeting adjourned.

I hereby certify that the foregoing excerpts of minutes are true and correct.


Glen Johnson, Secretary
Warren County Water District

Alan Vilines

From: Mike Buchanon [mike@buchanonproperties.com]
Sent: Thursday, December 09, 2010 8:04 AM
To: Alan Vilines
Subject: Re: Sewer to Buchanon Park

If its not too much trouble, I would like to see the coust of coming down Nashville Rd, to the entrance and Into the park.

-----Original Message-----

From: Alan Vilines
To: Mike Buchanon Properties
Subject: RE: Sewer to Buchanon Park
Sent: Dec 9, 2010 7:11 AM

Mike,
We don't, but will be glad to do one. Would you like to include sewers into the park (off Nashville Rd.) or just to the park entrance?
Alan

-----Original Message-----

From: Mike Buchanon [mailto:mike@buchanonproperties.com]
Sent: Wednesday, December 08, 2010 5:03 PM
To: Alan Vilines
Subject: Sewer to Buchanon Park

Alan, do we have estimates for a sewer down Nashville rd to Buchanon Park?
Mike Buchanon
Judge Executive
Warren County, Kentucky
Sent via BlackBerry by AT&T

Mike Buchanon
Judge Executive
Warren County, Kentucky
Sent via BlackBerry by AT&T

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]
Sent: Monday, December 13, 2010 5:53 PM
To: Mike Buchanon (mike@buchanonproperties.com)
Subject: Sewer Estimate
Attachments: Sewer to Buchanon Park.pdf

Mike,

Attached is our estimate of project costs for the extension of a sewer along Hwy 242 to the Richpond Crossroads and then south along Nashville Rd. to the park (in all about 7,025 feet). The cost for this extension which has been sized to accommodate future growth in the entire area is \$914,000. The second estimate in the attachment is to extend the sewer from Nashville Rd. into the county park and reach all existing park structures that need sewer service (another 2,400 feet). That estimate is \$201,000; so the total cost including service within the park is \$1,115,000.

We also looked at the cost for a portion of the first estimate. This includes the sewer along Hwy 242 to the Crossroads and then south on Nashville Rd. but stopping at the entrance to South Warren School (3,010 feet). That section which has most of the larger sewer is estimated to cost \$418,000.

We also have drawings showing the routes of these lines, but they are too large to email. I'll be glad to deliver them to you, if you'd like. Just let me know if you have any questions or need anything else at this time.

Thanks,
Alan

CONSTRUCTION COST ESTIMATE
Sewer Extension to Buchanan Park
 Warren County Water District
 December 13, 2010

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	AMOUNT
1	20" Stl. Casing by Bore w/ 15" SDR 35 Grav. Swr.	188	LF	\$300.00	\$56,400.00
2	16" Stl. Casing by Bore w/ 12" SDR 35 Grav. Swr.	64	LF	250.00	16,000.00
3	12" SDR 35 Gravity Sewer (0-6')	1,675	LF	40.00	67,000.00
4	12" SDR 35 Gravity Sewer (6-8')	900	LF	44.00	39,600.00
5	12" SDR 35 Gravity Sewer (8-10')	450	LF	47.00	21,150.00
6	12" SDR 35 Gravity Sewer (10-12')	60	LF	50.00	3,000.00
7	12" SDR 35 Gravity Sewer (12-14')	600	LF	53.00	31,800.00
8	12" SDR 35 Gravity Sewer (14-16')	300	LF	73.00	21,900.00
9	12" SDR 26 Gravity Sewer (14-16')	15	LF	75.00	1,125.00
10	12" SDR 26 Gravity Sewer (16-18')	30	LF	80.00	2,400.00
11	12" SDR 26 Gravity Sewer (18-20')	30	LF	95.00	2,850.00
12	12" SDR 26 Gravity Sewer (20-22')	600	LF	105.00	63,000.00
13	12" SDR 26 Gravity Sewer (22-24')	150	LF	115.00	17,250.00
14	15" SDR 35 Gravity Sewer (8-10')	200	LF	50.00	10,000.00
15	15" SDR 35 Gravity Sewer (10-12')	40	LF	53.00	2,120.00
16	15" SDR 35 Gravity Sewer (12-14')	750	LF	56.00	42,000.00
17	15" SDR 35 Gravity Sewer (14-16')	175	LF	76.00	13,300.00
18	15" SDR 35 Gravity Sewer (16-18')	200	LF	81.00	16,200.00
19	15" SDR 35 Gravity Sewer (18-20')	50	LF	96.00	4,800.00
20	15" SDR 26 Gravity Sewer (14-16')	25	LF	79.00	1,975.00
21	15" SDR 26 Gravity Sewer (16-18')	150	LF	84.00	12,600.00
22	15" SDR 26 Gravity Sewer (18-20')	275	LF	99.00	27,225.00
23	15" SDR 26 Gravity Sewer (20-22')	350	LF	109.00	38,150.00
24	Standard 4' Dia. Manhole	17	EA	4,000.00	68,000.00
25	Standard 6' Dia. Manhole	2	EA	5,000.00	10,000.00
26	Manhole Barrel Extension	139	VF	125.00	17,375.00
27	Crushed Stone	8,000	TN	17.00	136,000.00
28	12"x6" Tee-Wye	7	EA	850.00	5,950.00
SUBTOTAL					\$749,170.00
CONTINGENCY					\$74,917.00
ENGINEERING DESIGN & CONST. INSP.					\$89,913.00
TOTAL					\$914,000.00

CONSTRUCTION COST ESTIMATE
Sewer Lines for Service Inside Buchanan Park
 Warren County Water District
 December 13, 2010

ITEM NO.	DESCRIPTION	EST. QTY.	UNITS	UNIT PRICE	AMOUNT
1	12" Stl. Casing by Bore w/ 8" SDR 35 Grav. Swr.	58	LF	200.00	11,600.00
2	8" SDR 35 Gravity Sewer (0-6')	1,472	LF	36.00	52,992.00
3	8" SDR 35 Gravity Sewer (6-8')	640	LF	40.00	25,600.00
4	8" SDR 35 Gravity Sewer (8-10')	260	LF	43.00	11,180.00
5	Standard 4' Dia. Manhole	7	EA	4,000.00	28,000.00
6	Manhole Barrel Extension	15	VF	125.00	1,875.00
7	Crushed Stone	2,000	TN	17.00	34,000.00
SUBTOTAL					\$165,247.00
CONTINGENCY					\$16,524.70
ENGINEERING DESIGN & CONST. INSP.					\$19,228.30
TOTAL					\$201,000.00

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]
Sent: Thursday, April 21, 2011 1:08 PM
To: Mike Buchanon (mike@buchanonproperties.com)
Subject: RE: 31W sewer to Buchanon Park

Attachments: 31W Timeline.pdf; 31W Budget.pdf



31W Timeline.pdf (8 KB)



31W Budget.pdf (36 KB)

Mike,

The following items are in response to your questions below:

- Status - we have submitted a project profile to the Water Mgmt. Council at BRADD and it has been approved. We have also submitted the project to the state clearinghouse and have rec'd comments from various agencies. These were steps required for KIA financing. We have obtained proposals from surveying firms for the necessary field work and are ready to start that work when it is authorized. This was really all we could do until we're authorized to proceed and know the amounts of all outside contributions.
- Timeline - See attached. As we discussed in our meeting on February 17th, we can do engineering and take bids in parallel with KIA approvals. Best case at this point (assuming you say go in a couple of weeks) is to start construction in the range of late August to late September. That is allowing 30 to 60 days for PSC approval which is totally out of the District's control. We should allow 5 months to complete all construction, but we can specify that the first section be finished and available for service in 3 months if that becomes necessary.
- Cost and Financing - See attached Project Budget.

Please let me know if you have any questions or would like to meet to discuss anything further.

Thanks,
Alan

-----Original Message-----

From: Mike Buchanon [mailto:mike@buchanonproperties.com]
Sent: Wednesday, April 20, 2011 10:22 PM
To: Alan Vilines
Subject: 31W sewer to Buchanon Park

Alan, can you give me a summary of the status, timeline, cost, financing, etc?

Thanks! Mike
Mike Buchanon
Judge Executive
Warren County, Kentucky
Sent via BlackBerry by AT&T

TENTATIVE PROJECT TIMELINE
SANITARY SEWER EXTENSION
NASHVILLE ROAD TO BUCHANON PARK
Warren County Water District
April 21, 2011

05/16/2011	Obtain Authorization to Proceed
05/16/2011	Submit KIA Loan Application
05/16/2011	Begin Field Work & Easement Acquisition
07/05/2011	Complete Design & Submit to KyDOW
07/21/2011	Open Bids for Construction
07/22/2011	Submit PSC Application
08/22/2011	
to	Receive PSC Approval and
09/22/2011	Finalize Loan Agreement with KIA

**SUMMARY OF PROJECT BUDGET
SANITARY SEWER EXTENSION
NASHVILLE ROAD TO BUCHANON PARK
Warren County Water District
April 21, 2011**

Project Costs

Design Engineering & Easement Acquisition	\$54,000.00	
Construction Inspection & Supervision	<u>55,000.00</u>	
Total Engineering		109,000.00
Nashville Road Interceptor Sewer	749,000.00	
Buchanon Park Collector Sewer	<u>181,500.00</u>	
Total Construction		930,500.00
Construction Contingency		<u>74,900.00</u>
TOTAL PROJECT COST		<u><u>\$1,114,400.00</u></u>

Project Funding

Private Developer	\$150,000.00	
Warren County Fiscal Court	181,500.00	
Warren County Water District	109,000.00	
KIA Loan*	<u>\$673,900.00</u>	
TOTAL PROJECT FUNDING		<u><u>\$1,114,400.00</u></u>

*Annual Debt Service (\$673,900, 3%, 20 years) \$46,644.47

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]

Sent: Thursday, August 04, 2011 8:40 AM

To: 'Mac Yowell'

Subject: Buchanon Park

Attachments: SICRA Outline.doc

Mac,
Attached is an outline of our funding plan for the sewer. Please let me know if we can provide anything else at this time.
Alan

Buchanon Park

Sewer Interceptor Capital Recovery Area (SICRA)

August 4, 2011

The Proposed SICRA Program is designed to:

- Be an equitable program to facilitate the extension of sanitary sewer interceptors into areas previously not served.
- Apply to sewer interceptors funded by one or more entities to eventually serve multiple properties.
- Ensure that sanitary sewer interceptors are designed and constructed to serve projected future growth in a given area.
- Assist the Warren Fiscal Court (WFC) to recover capital expenditures for the sewer interceptor construction to Buchanon Park.

The Proposed SICRA Procedures are:

- The District will construct a sewer interceptor and collector sewer to connect Buchanon Park to the existing sanitary sewer system at South Warren Schools.
- The District will secure a KIA loan (currently 3% for 20 years) for a portion of the project cost of the sewer interceptor.
- The District will provide all engineering services for design, easement acquisition, and construction inspection. (This is an in-kind contribution for increased sewer size to serve areas outside the SICRA.)
- The District will identify all properties to be included in the SICRA and delineate its boundary.
- The District will calculate the appropriate capital recovery contribution amounts for sewer connections in the SICRA based on water meter size.
- The District will collect the capital recovery contributions for properties included in the SICRA, along with the applicable standard tap fee, at the time of application for sanitary sewer service.
- Capital recovery contributions will be collected as described through the term of the SICRA agreement (i.e., 20 years).
- On an annual basis the District will submit a statement to WFC which lists that year's KIA debt service with credit for all Buchanon Park capital recovery contributions collected during the previous 12 months. If the SICRA contributions do not cover the annual debt service, WFC will pay the shortfall to the District.
- Any contributions collected in excess of the annual debt service will be credited against subsequent year's annual debt service.

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]
Sent: Thursday, August 04, 2011 9:16 AM
To: 'Mac Yowell'
Subject: RE: Buchanon Park

Mac,
It was the consensus of our board that it is a good idea and is fair to all.
Alan

-----Original Message-----

From: Mac Yowell [mailto:Mac.Yowell@bgky.org]
Sent: Thursday, August 04, 2011 8:44 AM
To: Alan Vilines
Subject: Re: Buchanon Park

Looks good to me. Did your Board offer comments?

>>> "Alan Vilines" <alanv@warrenwater.com> 8/4/2011 8:39 AM >>>

Mac,
Attached is an outline of our funding plan for the sewer. Please let me know if we can provide anything else at this time.
Alan

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]
Sent: Monday, August 15, 2011 11:10 AM
To: 'Mac Yowell'
Cc: 'mike@buchanonproperties.com'
Subject: RE: Nashville Road Sanitary Sewer Extension

Mac,
I appreciate you letting me know. We are finishing up a draft agreement between the County and the District for this extension and will forward it very soon. Also, our next big hurdle is to apply for and obtain the KIA loan. Let me know if you need anything else in the meantime.
Thanks,
Alan

-----Original Message-----

From: Mac Yowell [mailto:Mac.Yowell@bgky.org]
Sent: Monday, August 15, 2011 7:30 AM
To: Alan Vilines
Cc: mike@buchanonproperties.com
Subject: Nashville Road Sanitary Sewer Extension

On Friday, August 12, Warren County Fiscal Court approved the Nashville Road sanitary sewer extension, including the financing as you presented to me. Please proceed! Thank you very much for the effort you and Jon have put into this project to date. Please keep me in the loop on this as we are working to match schedules with the athletic field expansion at Michael O. Buchanon Park.

Arnold Consulting Engineering Services was also approved last Friday as the consultant for the Park expansion. We are meeting with their team today at 1:30 to initiate the design work. I want to ascertain that our bench marks match yours as we don't want a flaw late in the process.

Again, thank you!

Alan Vilines

From: Hamp Moore [hmoore@coleandmoore.com]
Sent: Wednesday, August 17, 2011 1:38 PM
To: Mike Buchanon; 'Amy (WARCO)' 'Milliken'
Cc: 'Mac Yowell'; 'Alan Vilines'
Subject: FW: Nashville Rd. Sewer/Buchanon Park
Attachments: AgreementSewerInterceptor-BPSICRA.doc; SICRA.pdf

Judge: Alan Vilines has described to me the discussions which he has had with Mac Yowell concerning the Buchanon Park sewer expansion and our hope to finance that project with the help of the Fiscal Court and ultimately, the surrounding property owners. I enclose an Agreement between WFCT. and the Water District for your review which I hope reflects the discussions to date. Please take a look at it and let me know of any changes which need to be made. I am sending a copy to Mac so that he will know what you have received. Alan or I will follow-up with you and Amy soon to answer any questions. Hamp.,

Frank Hampton Moore, Jr.
COLE & MOORE, P.S.C.
921 College Street
P. O. Box 10240
Bowling Green, KY 42102-7240
270.782.6666 land line
270.782.8666 facsimile
270.991.6267 cell

GOLE & MOORE, P.S.C.
ATTORNEYS AT LAW
921 COLLEGE STREET - PHOENIX PLACE
POST OFFICE BOX 10240
BOWLING GREEN, KENTUCKY 42102-7240

JOHN DAVID GOLE
FRANK HAMPTON MOORE
DOV MOORE
JOHN DAVID GOLE, JR.
STEFAN RICHARD HUGHES
MATTHEW P. COOK
JOSEPH RYAN LONEY
MICA L. WOOD

FRANK R. GOAD
(1915-2005)

TELEPHONE 270-782-6666
FACSIMILE 270-782-8666
www.coleandmoore.com

August 24, 2011

HAND DELIVER

Hon. Michael O. Buchanon
County Judge Executive
Warren Fiscal Court
429 E. 10th Street
Bowling Green, KY 42101

Ms. Amy H. Milliken
County Attorney
Warren County Justice Center
1001 Center Street, Suite 206
Bowling Green, KY 42101

RE: Warren County Water District Buchanon Park/Sewer Interceptor Capital
Recovery Area (SICRA)

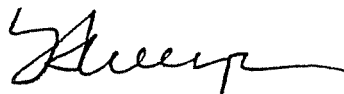
Dear Mike and Amy:

I am attaching for each of you a copy of a draft Agreement between the Warren Fiscal Court and the Warren County Water District. It is intended that this Agreement reflect the discussions which pertain to the construction of the Buchanon Park Sewer Interceptor.

Please let me know of any changes which you think need to be made. If it is ready to be signed, I will have it signed by Chairman, Henry Honaker and await instructions from you on getting authority to have it signed from the Fiscal Court.

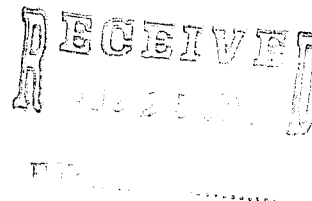
Very truly yours,

COLE & MOORE, P.S.C.



Frank Hampton Moore, Jr.

FHMJR/clc
Enclosures
cc: Mr. Alan Vilines



AGREEMENT

This **AGREEMENT** made and entered into this _____ day of _____ 2011, by and between **WARREN FISCAL COURT** of Warren County, Kentucky (hereinafter referred to as "County") and the **WARREN COUNTY WATER DISTRICT** (hereinafter referred to as "Water District").

WITNESSETH:

WHEREAS, the County has found, determined and declared that it is in the best interest of the County to construct a public project consisting of a sanitary sewer system (the "System") in the vicinity of the Nashville Road generally along the route shown on **EXHIBIT 1** attached to this Agreement and titled "Buchanon Park Sewer Interceptor Capital Recovery Area (SICRA)", dated July 19, 2011. The capital recovery area shown on **EXHIBIT 1** is hereinafter referred to as the "SICRA"; and

WHEREAS, the Water District has agreed to prepare the plans and specifications and to construct the System and to obtain financing to pay for the System (the "Loan") with the understanding that the County agrees to assist in the payment of the indebtedness evidenced by the Loan in an amount equal to the required debt service payments not offset by the Water District's collections of capital recovery contributions generated within the SICRA; and

WHEREAS, the County further finds and determines that benefits will accrue to the County and to the citizens thereof from the construction of the System by providing sanitary sewer service to a county park, increasing development by providing sanitary sewer services to promote the construction of residential structures, by increasing employment in that area and by increases in tax revenues generated by increased development; and

WHEREAS, in consideration of the social and economic benefits to be received by the

County and the residents thereof and in furtherance of the public purposes to be accomplished through the construction of the System, the County hereby commits to assist in the financing of the System; and,

WHEREAS, in order to assist in financing the System, the Water District agrees to apply for and strive to obtain the Loan from the Kentucky Infrastructure Authority (KIA) as necessary to pay for the installation of the System; the Water District agrees to charge appropriate fees to use the System; and the County agrees to guarantee payments on the loan for any amounts which are not covered by capital recovery contributions received by the Water District from customers located within the SICRA.

NOW, THEREFORE, in consideration of the premises contained herein, the County and Water District covenant and agree as follows:

1. The Water District will apply for the Loan required to pay all necessary costs for the installation of the System in the vicinity of the Nashville Road as depicted in the attached **EXHIBIT 1**. The Loan shall be used solely for the purposes of installing the System with appurtenances thereto and all costs attendant therewith.

2 The Water District agrees to establish and collect appropriate capital recovery contributions to help defray the cost of the installation of the System in accordance with its tariff as may be amended and approved by the Public Service Commission. These contributions shall be collected from customers who apply for sewer service on properties located within the SICRA boundary shown on **EXHIBIT 1** throughout the term of the Loan.

3. The County, in order to induce the Water District to obtain the Loan and to install the System, does hereby guarantee to the Water District that the County shall appropriate and pledge to pay any shortfall in debt service not generated by capital recovery contributions

received by the Water District from customers located within the SICRA for the fiscal year of the County ending June 30, 2012. Debt service payments shall include principal, interest and any additional service fees which may be required by KIA. The County agrees to automatically renew this pledge for each subsequent fiscal year until the Loan is paid in full unless the County notifies the Water District in writing, within sixty (60) days prior of the end of any fiscal year that such pledge shall not so renew.

4. For the purpose of this Agreement and in order that the County will know the sums required to be paid pursuant to this Agreement, the Water District shall in November of each year during the term of this Agreement and so long as any principal balance of the Loan is outstanding, calculate the total capital recovery contributions received by the Water District from customers who are located within the SICRA through the previous 12-month period ending October 31. On or before December 1 of each year, the Water District shall notify the County of the amount of such contributions allocated to debt service for the Loan and the remaining amounts of the upcoming debt service required to be paid by the County. Such payments from the County shall be received by the Water District on or before December 20 of each year during the term of the Agreement.

In any year that the capital recovery contributions exceed the debt service for the Loan, such excess amount shall be held by the Water District to help offset future annual debt service payments on the Loan.

5. The County will also contribute a lump sum amount toward the cost of the project. This amount will equal the construction cost of the "collector sewer" which will be built from the Nashville Road interceptor into the county park property as shown on **EXHIBIT 1**. The actual cost for this collector sewer will be determined from the contractor's bid prices and the Water District will notify the County of the required lump sum contribution. This payment from the

County shall be received by the Water District prior to award of the construction contract.

6. The parties agree to take all necessary action and to execute all necessary documents permitted by law and existing contractual commitments to carry out this Agreement. The parties further acknowledge that the performance of the Water District's obligations hereunder are subject to the approval of the Public Service Commission of Kentucky.

7. The Water District is directed by the County to proceed with preparation of plans and specifications in anticipation of the construction of the System and to proceed to take such other actions as may, in the Water District's sole discretion, be deemed advisable in order to expedite the public project contemplated by this Agreement with the exception of final execution of the Loan Agreement. All costs incurred by the Water District in preparation of plans and specifications, acquisition of any needed rights-of-way and easements, preparation of contract documents and requests for bids, filing of required application with the Public Service Commission to obtain approval for the proposed System, obtaining the required financing, and construction contract inspection and administration shall be borne by the Water District representing its in kind contribution toward the total cost of the System.

The Water District will not finalize the Loan Agreement with KIA until specifically instructed by the County that the County wishes the public project to go forward and that all conditions contained in this Agreement have been met, at which time the Water District will be so instructed to proceed with the Loan Agreement.

8. This Agreement contains the entire agreement between the parties and may not be modified except in writing executed by all parties. If any provision of this Agreement is held to be invalid or unenforceable, the invalidity of such provision shall not affect the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

WARREN FISCAL COURT

BY: _____
MICHAEL O. BUCHANON
Warren County Judge/Executive

ATTEST:

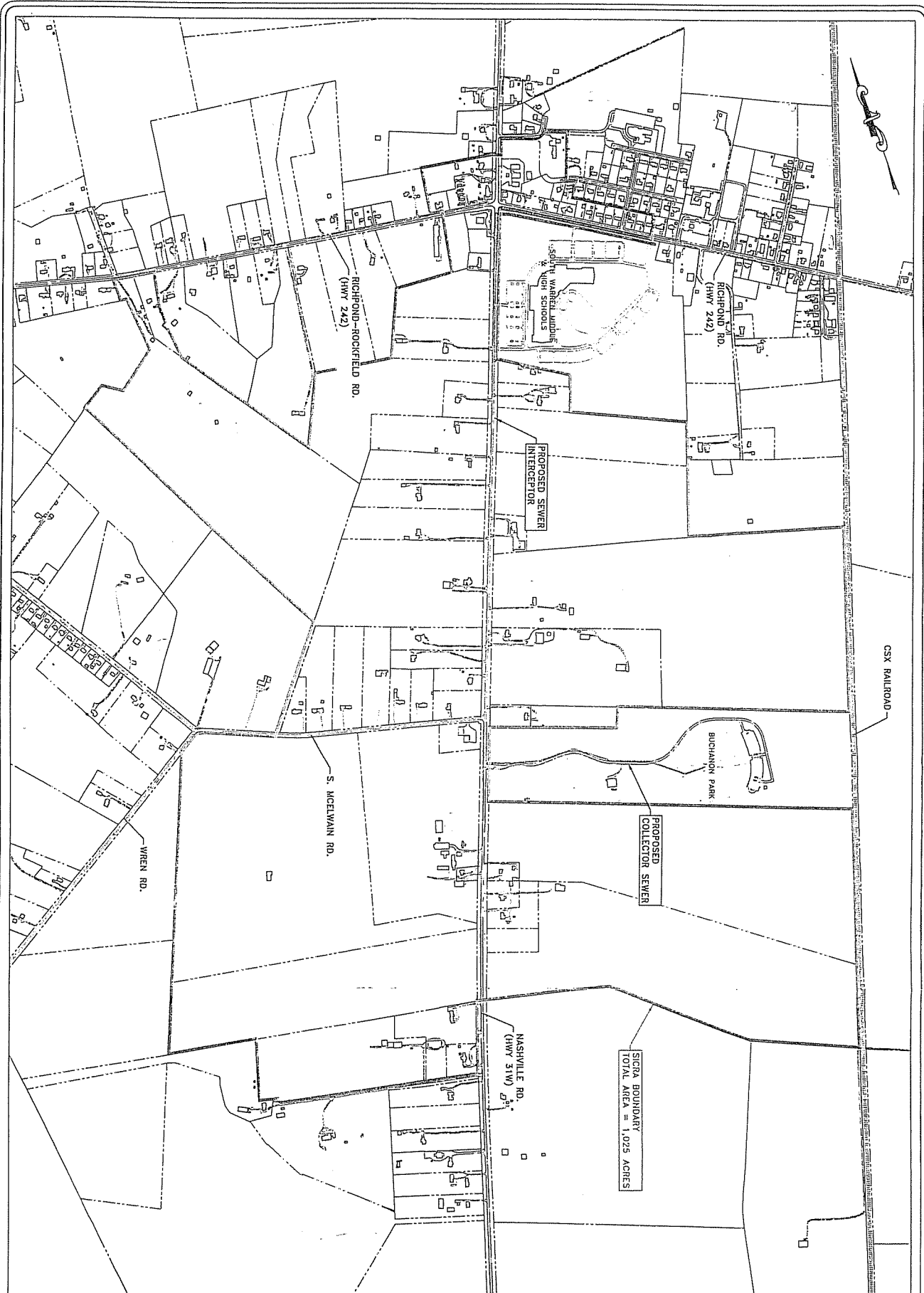
BRENDA HALE, FISCAL COURT CLERK

WARREN COUNTY WATER DISTRICT

BY: _____
HENRY HONAKER, CHAIRMAN

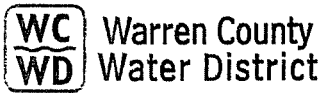
ATTEST:

GLEN JOHNSON, Secretary



DATE	SCALE	REVISIONS
7-18-11	1"=80'	
DESIGNED BY		
DRAWN BY		
CHECKED BY		
DATE		

EXHIBIT 1
BUCHANON PARK SEWER INTERCEPTOR
CAPITAL RECOVERY AREA (SICRA)



Alan Vilines

From: Mac Yowell [Mac.Yowell@bgky.org]
Sent: Wednesday, September 07, 2011 10:41 AM
To: Alan Vilines
Subject: RE: Nashville Road

I'm sure Hamp Moore has advised you that Fiscal Court authorized the Judge to sign the agreement - so things keep moving.

>>> "Alan Vilines" <alanv@warrenwater.com> 9/2/2011 2:50 PM >>>

Mac,

The plans will be finished in a few days. We will contact you then to set up a meeting to review the layout, especially in regard to the necessary connections in the county park. Also, we have applied for the KIA loan, so that process is underway.

Alan

-----Original Message-----

From: Mac Yowell [mailto:Mac.Yowell@bgky.org]
Sent: Friday, September 02, 2011 2:46 PM
To: avilines@warrenwater.com
Subject: Nashville Road

What is the status of the sanitary sewer plans since Jon left for greener (or different) pastures?

Alan Vilines

From: Alan Vilines [alanv@warrenwater.com]
Sent: Tuesday, November 08, 2011 4:38 PM
To: 'Mac Yowell'
Subject: RE: Nashville Road Sanitary Sewer

Mac,

We haven't awarded the contract. We're waiting on the PSC to provide their Certificate of Convenience and Necessity. We have to get that when the District takes on additional debt, such as the KIA loan that will be used on this project. We sent the application to the PSC soon after the bid opening when all costs were known, but it may be another few weeks. Its very hard to predict. The KIA loan process is going OK, so that doesn't appear to be the critical path at this point. Whenever I hear more, I'll be sure to pass it along.

Alan

-----Original Message-----

From: Mac Yowell [mailto:Mac.Yowell@bgky.org]
Sent: Tuesday, November 08, 2011 9:28 AM
To: Alan Vilines
Subject: Nashville Road Sanitary Sewer

Good morning, Alan. I was checking to see if this contract has been awarded or if you are awaiting approvals.



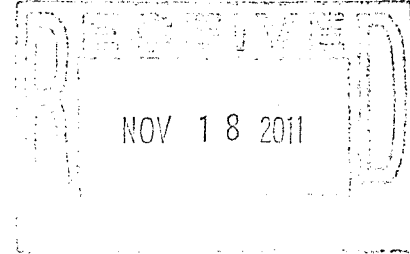
MICHAEL O. BUCHANON

TEL: (270) 843-4146

WARREN COUNTY JUDGE EXECUTIVE

FAX: (270) 781-2777

November 18, 2011



Mr. Alan Vilines
Warren County Water District
523 US Highway 31-W By Pass
Bowling Green, KY 42101

Dear Mr. Vilines:

In accordance with our Agreement dated September 7, 2011, this is to affirm that Warren County Fiscal Court wishes to go forward with the referenced project and requests that the Water District proceed with the KIA Loan Agreement. The Fiscal Court also affirms its commitment to provide a lump sum contribution for the collector sewer on the park property which, based on bid prices, will be approximately \$170,240.

Sincerely,

MICHAEL O. BUCHANON
WARREN COUNTY JUDGE EXECUTIVE

MOB/bah






**Buchanon Park
Sewer Interceptor Capital Recovery Area (SICRA)
Warren County Water District
July 19, 2011**

Sewer Interceptor Capital Recovery Area (acres)	1,025.00
Hwy 31-W and Hwy 240 (acres)	(45.00)
Net Area (acres)	980.00
Developable Area (acres) (60%)	590.00
Projected Residential Density (units/acre)	2.00
Potential Residential Units (590 * 2.00)	1,180.00
Required Capital Recovery (KIA Loan)	\$823,900.00
Contribution per Residential Unit	\$698.22
	<u>\$700.00</u> < Use







Capital Recovery Contributions

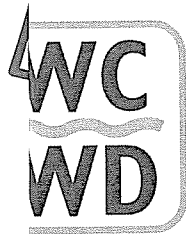
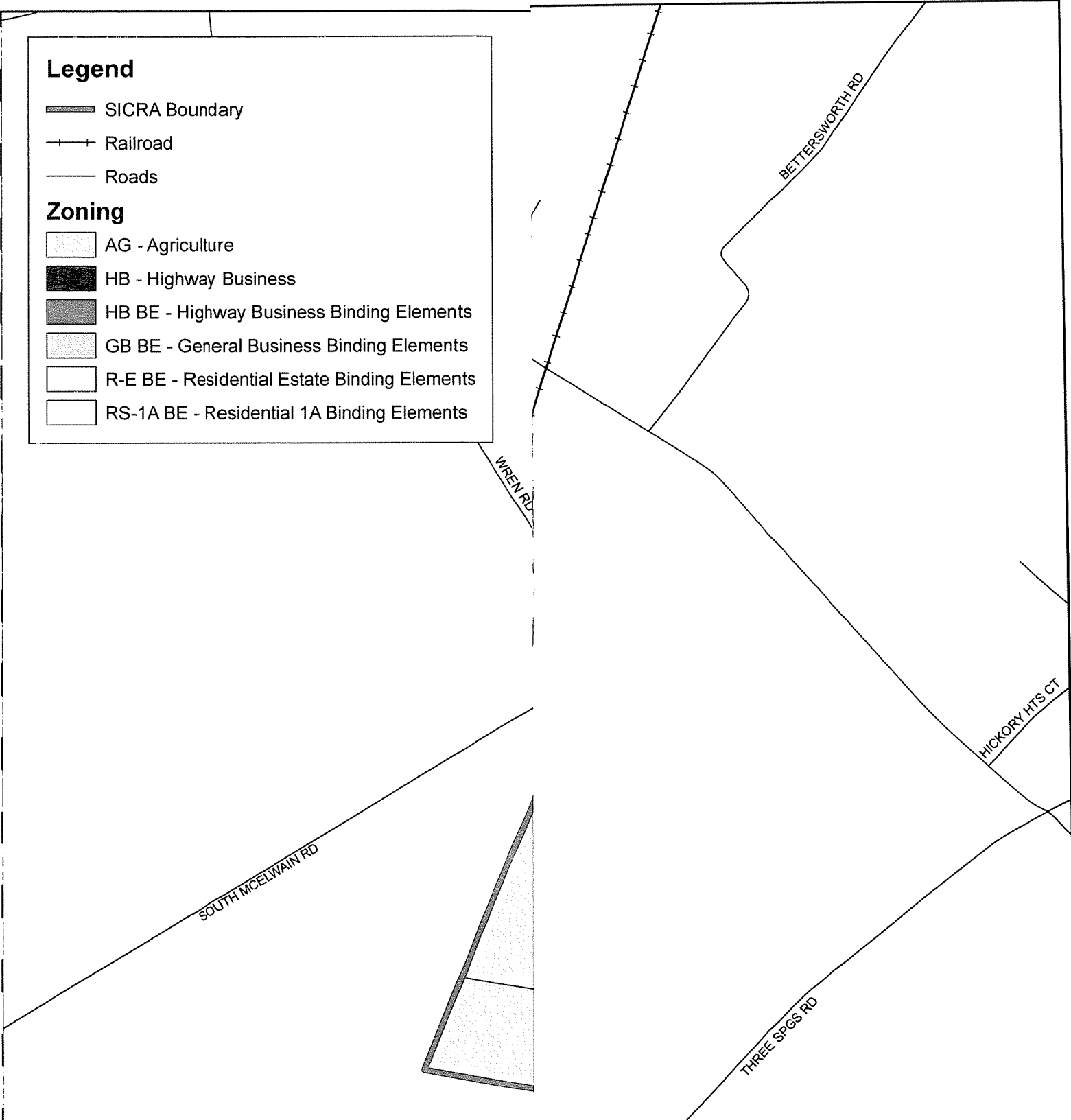
Water Meter Size	Meter Diameter Ratio	Contribution Amount
5/8"	1	\$700
1"	1.6	\$1,120
1-1/2"	2.4	\$1,680
2"	3.2	\$2,240
3"	4.8	\$3,360
4"	6.4	\$4,480
6"	9.6	\$6,720

Legend

-  SICRA Boundary
-  Railroad
-  Roads

Zoning

-  AG - Agriculture
-  HB - Highway Business
-  HB BE - Highway Business Binding Elements
-  GB BE - General Business Binding Elements
-  R-E BE - Residential Estate Binding Elements
-  RS-1A BE - Residential 1A Binding Elements



arren County
ter District

1 inch = 1,000 feet



SICRA Area Zoning Map

EXHIBIT A

RECEIVED

DEC 07 2011

PUBLIC SERVICE
COMMISSION

CASE NO: 2011-00418

Warren Co Water District

CONTAINS

LARGE OR OVERSIZED

MAP(S)

RECEIVED ON: December 7, 2011

WARREN COUNTY WATER DISTRICT
WARREN COUNTY, KENTUCKY

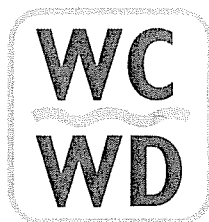
SPECIFICATIONS AND
CONTRACT DOCUMENTS

BUCHANON PARK
SEWER LINE EXTENSION

RECEIVED

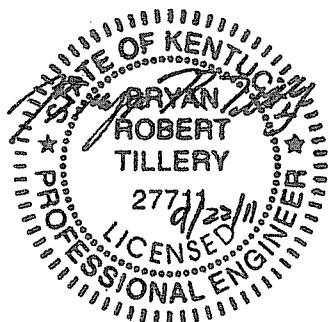
DEC 07 2011

PUBLIC SERVICE
COMMISSION



Warren County
Water District

September 22, 2011



Project No. 270762

Prepared by
Engineering Staff
Warren County Water District

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ADVERTISEMENT FOR BIDS

Separate sealed BIDS for the construction of Buchanan Park Sewer Line Extension (approximately 9,950 linear feet of 8-, 12-, & 15-inch gravity sewer line and appurtenances) will be received by Warren County Water District at the office of the General Manager at 523 U.S. Hwy 31-W Bypass, Bowling Green, Kentucky 42101 until 2:00 PM, Central Daylight Time, October 13, 2011, and then at said office publicly opened and read aloud.

The CONTRACT DOCUMENTS may be examined at the office of Warren County Water District, 523 U.S. Hwy 31-W Bypass, Bowling Green, KY and F.W. Dodge Corporation office Louisville, KY. Copies of the CONTRACT DOCUMENTS may be obtained at the office of the General Manager located at 523 U.S. Hwy 31-W Bypass, Bowling Green, KY 42101, upon payment of \$100.00 for each set.

September 22, 2011

Alan Vilines, General Manager

INFORMATION FOR BIDDERS

General

BIDS will be received by Warren County Water District (hereinafter called the "OWNER") at the Office of the General Manager at 523 US 31W By Pass, Bowling Green, KY 42101 until 2:00 PM, CDT, October 13, 2011, and then at said office publicly opened and read aloud.

The ENGINEER is Bryan R. Tillery, P.E. The ENGINEER'S address is Warren County Water District, 523 US 31W By Pass, Bowling Green, KY 42101, Phone (270) 495-3496.

Requirements for BID

Each BID must be submitted in a sealed envelope, addressed to Alan Vilines, General Manager, Warren County Water District at 523 US 31W By Pass, Bowling Green, KY 42101. Each sealed envelope containing a BID must be plainly marked on the outside as BID for "Buchanon Park Sewer Line Extension" and the envelope should bear on the outside the BIDDER'S name, address, and license number, if applicable, and the name of the project for which the BID is submitted. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER at Warren County Water District, PO Box 10180, Bowling Green, KY 42102-4780.

All BIDS must be made on the required BID form. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. Only one copy of the BID form is required.

Each BID must be accompanied by a BID BOND payable to the OWNER for five percent of the total amount of the BID. As soon as the BID prices have been compared, the OWNER will return the BONDS of all except the three lowest responsible BIDDERS. When the Agreement is executed the BONDS of the two remaining unsuccessful BIDDERS will be returned. The BID BOND of the successful BIDDER will be retained until the PAYMENT BOND and PERFORMANCE BOND have been executed and approved, after which it will be returned. A certified check may be used in lieu of a BID BOND.

Each BID must be accompanied by the Compliance Statement regarding State and Federal Standards Provisions. The Compliance Statement shall be signed by the BIDDER indicating full compliance with the standard provisions.

Any BIDDER claiming Resident BIDDER status shall submit along with its BID the attached Affidavit for BIDDERS Claiming Resident BIDDER Status. The OWNER reserves the right to request documentation supporting a BIDDER'S claim of Resident BIDDER status. Failure to provide such documentation upon request shall result in disqualification of the BIDDER or Contract termination. A nonresident BIDDER shall submit, along with its BID, its certificate of authority to transact business in the Commonwealth as filed with the Commonwealth of Kentucky, Secretary of State. The location of the principal office identified therein shall be deemed the state of residency for that BIDDER. If the BIDDER

The OWNER, within ten (10) days of receipt of acceptable PERFORMANCE BOND, PAYMENT BOND and AGREEMENT signed by the party to whom the AGREEMENT was awarded, shall sign the AGREEMENT and return to such party an executed duplicate of the AGREEMENT. Should the OWNER not execute the AGREEMENT within such period, the BIDDER may, by WRITTEN NOTICE, withdraw the signed AGREEMENT. Such notice of withdrawal shall be effective upon receipt of the notice by the OWNER.

The NOTICE TO PROCEED shall be issued upon execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period, the time may be extended by mutual agreement between the OWNER AND CONTRACTOR. If the NOTICE TO PROCEED is not issued as stated above or within a period mutually agreed upon, the CONTRACTOR may terminate the AGREEMENT without further liability on the part of either party.

The low BIDDER shall supply the names and addresses of major material SUPPLIERS and SUBCONTRACTORS when required to do so by the OWNER. Also see requirements contained in the SUPPLEMENTAL GENERAL CONDITIONS regarding "Subcontractors, Suppliers and Others."

Basis for Award

BIDS that are not arithmetically correct shall be evaluated as follows: Discrepancies in the multiplication of quantities of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 60 days after the actual date of the opening thereof. Should there be reasons why the Contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the OWNER and the BIDDER.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform the WORK, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. **Poor performance on any prior Contracts between the BIDDER and OWNER (including work as a Sub-Contractor) shall be considered when determining the ability of the BIDDER to perform the WORK.** The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT and to complete the WORK contemplated therein.

Award will be made in accordance with KRS 45A.494.

BID

Proposal of _____ (hereinafter called "BIDDER") organized and existing under the laws of the State of _____ doing business as _____* to Warren County Water District, 523 US 31W By Pass, Bowling Green, Kentucky 42101 (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all WORK for Buchanon Park Sewer Line Extension in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

By submission of this BID, each 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 one hundred eighty (180) consecutive calendar days thereafter. The BIDDER further agrees to pay as liquidated damages, the sum of \$400 for each consecutive calendar day thereafter as 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:

BIDDER shall complete both of the two (2) Bid Schedules. BIDS shall be evaluated based on the summation of "Base Bid Schedule – Division A" and "Base Bid Schedule – Division B."

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

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

BASE BID SCHEDULE – DIVISION A

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1	20" Stl. Casing by Bore w/ 15" SDR 35 PVC	LF	_____	217	_____
2	18" Stl. Casing by Bore w/12" SDR 35 PVC	LF	_____	55	_____
3	6" SDR 35 Sewer Lateral	LF	_____	280	_____
4	8" SDR 35 Gravity Sewer (18-20' Depth)	LF	_____	14	_____
5	8" SDR 26 Gravity Sewer (20-22' Depth)	LF	_____	28	_____
6	8" SDR 26 Gravity Sewer (24-26' Depth)	LF	_____	14	_____
7	12" SDR 35 Gravity Sewer (6-8' Depth)	LF	_____	713	_____
8	12" SDR 35 Gravity Sewer (8-10' Depth)	LF	_____	1,188	_____
9	12" SDR 35 Gravity Sewer (10-12' Depth)	LF	_____	991	_____
10	12" SDR 35 Gravity Sewer (12-14' Depth)	LF	_____	288	_____
11	12" SDR 35 Gravity Sewer (14-16' Depth)	LF	_____	79	_____
12	12" SDR 35 Gravity Sewer (16-18' Depth)	LF	_____	23	_____
13	12" SDR 35 Gravity Sewer (18-20' Depth)	LF	_____	65	_____
14	12" SDR 26 Gravity Sewer (20-22' Depth)	LF	_____	83	_____
15	12" SDR 26 Gravity Sewer (22-24' Depth)	LF	_____	681	_____
16	12" SDR 26 Gravity Sewer (24-26' Depth)	LF	_____	157	_____
17	15" SDR 35 Gravity Sewer (10-12' Depth)	LF	_____	110	_____
18	15" SDR 35 Gravity Sewer (12-14' Depth)	LF	_____	865	_____
19	15" SDR 35 Gravity Sewer (14-16' Depth)	LF	_____	372	_____
20	15" SDR 35 Gravity Sewer (16-18' Depth)	LF	_____	481	_____
21	15" SBR 35 Gravity Sewer (18-20' Depth)	LF	_____	234	_____

BASE BID SCHEDULE – DIVISION A (CONTINUED)

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
22	15" SDR 26 Gravity Sewer (20-22' Depth)	LF		272	
23	15" SDR 26 Gravity Sewer (22-24' Depth)	LF		467	
24	Standard 4' Dia. Manhole	EA		23	
25	4' Dia. Drop Manhole	EA		1	
26	Manhole Barrel Extension	VF		211	
27	Crushed Stone	TN		4,989	
28	Concrete	CY		8	
29	Asphalt Pavement	TN		9	
30	15"x6" Tee-Wye & Plug	EA		5	
31	12"x6" Tee-Wye & Plug	EA		9	
32	Silt Fence	LF		370	
33	Rip Rap Check Dam	TN		2	
34	Final Cleanup	LF	\$1.00	7,419	\$7,418.00
TOTAL BASE BID – DIVISION A					

BASE BID SCHEDULE – DIVISION B

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
1	12" Stl. Casing by Bore w/8" SDR 35 PVC	LF		30	
2	6" SDR 35 Sewer Lateral	LF		40	
3	8" SDR 35 Gravity Sewer (0'-6' Depth)	LF		1,108	
4	8" SDR 35 Gravity Sewer (6'-8' Depth)	LF		552	

BASE BID SCHEDULE – DIVISION B (CONTINUED)

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE
5	8" SDR 35 Gravity Sewer (8'-10' Depth)	LF	_____	129	_____
6	8" SDR 35 Gravity Sewer (10-12' Depth)	LF	_____	413	_____
7	8" SDR 35 Gravity Sewer (12-14' Depth)	LF	_____	259	_____
8	Standard 4' Dia. Manhole	EA	_____	8	_____
9	Manhole Barrel Extension	VF	_____	9	_____
10	Crushed Stone	TN	_____	1,166	_____
11	Concrete	CY	_____	5	_____
12	Asphalt Pavement	TN	_____	8	_____
13	8"x6" Tee-Wye & Plug	EA	_____	2	_____
14	Silt Fence	LF	_____	277	_____
15	Rip Rap Check Dam	TN	_____	3	_____
16	Final Cleanup	LF	\$1.00	2,519	\$2,519.00

TOTAL BASE BID – DIVISION B

**SUM OF TOTAL BASE BID – DIVISION A AND
TOTAL BASE BID – DIVISION B**

Respectfully submitted:

Signature

Address

Title

City, State, Zip

Date

Phone Number

License No. (If Applicable)

Facsimile Number

SEAL - (if BID is by a corporation)

ATTEST: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned _____, as Principal, and _____ as Surety, are hereby held and firmly bound unto Warren County Water District as OWNER in the penal sum of ** _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20____. The Condition of the above obligation is such that whereas the Principal has submitted to Warren County Water District a certain BID, attached hereto and hereby made a part hereof to enter into a Contract in writing, for Buchanon Park Sewer Line Extension.

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a Contract in the Form of Contract attachment hereto (properly completed in accordance with said BID) and shall furnish a BOND for faithful performance of said Contract, and for the payment of all persons performing labor furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

** Required Bid Bond is 5 percent of Base Bid amount.

**COMPLIANCE STATEMENT REGARDING
STATE AND FEDERAL STANDARDS PROVISIONS**

1. Equal Employment Opportunity

During the performance of this Contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discrimination clause.
- B. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, or national origin.
- C. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- D. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
- E. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the County's Department of Housing and Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
- F. In the event of the CONTRACTOR's noncompliance with the noncompliance clauses of this Agreement or with any of such rules, regulations or orders, this Agreement may be canceled, terminated, or suspended in whole or in

Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

- D. The CONTRACTOR will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The CONTRACTOR will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- E. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successor and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

3. Access to Records

The grantee, the Federal Grantor Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the CONTRACTOR which are directly pertinent to this specific Contract, for the purpose of making audit, examination, excerpts, and transcriptions. The CONTRACTOR shall maintain all required records for three years after the Agency makes final payments and all other pending matters are closed.

4. Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

5. Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to

AFFIDAVIT FOR BIDDERS CLAIMING RESIDENT BIDDER STATUS

The BIDDER hereby swears and affirms under penalty of perjury that, in accordance with KRS 45A.494(2), the BIDDER is an individual, partnership, association, corporation, or other business entity that, on the date the Contract was first advertised as available for bidding:

1. Is authorized to transact business in the Commonwealth.
2. Has for one year prior to and through the date of Advertisement:
 - 2.1 Filed Kentucky corporate income taxes.
 - 2.2 Made payments to the Kentucky unemployment insurance fund established in KRS 341.49.
 - 2.3 Maintained a Kentucky workers' compensation policy.

The OWNER reserves the right to request documentation supporting a BIDDER'S claim of Resident BIDDER status. Failure to provide such documentation upon request shall result in disqualification of the BIDDER or Contract termination.

Signature

Printed Name

Title

Date

Company Name _____

Address _____

Subscribed and sworn to before me by _____ (Affiant) _____ (Title)

of _____ this _____ day of _____, 20____.

(Company Name)

Notary Public

My commission expires: _____

GENERAL CONDITIONS

1. Definitions
2. Additional Instructions and Detail Drawings
3. Schedules, Reports and Records
4. Drawings and Specifications
5. Shop Drawings
6. Materials, Services and Facilities
7. Inspection and Testing
8. Substitutions
9. Patents
10. Surveys, Permits, Regulations
11. Protection of Work, Property, Persons
12. Supervision by Contractor
13. Changes in the Work
14. Changes in Contract Price
15. Time for Completion and Liquidated Damages
16. Correction of Work
17. Subsurface Conditions
18. Suspension of Work, Termination and Delay
19. Payments to Contractor
20. Acceptance of Final Payment as Release
21. Insurance
22. Contract Security
23. Assignments
24. Indemnification
25. Separate Contracts
26. Subcontracting
27. Engineer's Authority
28. Land and Rights-of-Way
29. Guaranty
30. Arbitration
31. Taxes

1. DEFINITIONS

1.1 Wherever used in the CONTRACT DOCUMENTS, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

1.2 ADDENDA—Written or graphic instruments issued prior to the execution of the Agreement which modify or interpret the CONTRACT DOCUMENTS, DRAWINGS and SPECIFICATIONS, by additions, deletions, clarifications or corrections.

1.3 BID—The offer or proposal of the BIDDER submitted on the prescribed form setting forth the prices for the WORK to be performed.

1.4 BIDDER—Any person, firm or corporation submitting a BID for the WORK.

1.5 BONDS—Bid, Performance, and Payment Bonds and other instruments of security, furnished by the CONTRACTOR and his surety in accordance with the CONTRACT DOCUMENTS.

1.6 CHANGE ORDER—A written order to the CONTRACTOR authorizing an addition, deletion or revision in the WORK within the general scope of the CONTRACT DOCUMENTS, or authorizing an adjustment in the CONTRACT PRICE or CONTRACT TIME.

1.25 WORK—All labor necessary to produce the construction required by the CONTRACT DOCUMENTS, and all materials and equipment incorporated or to be incorporated in the PROJECT.

1.26 WRITTEN NOTICE—Any notice to any party of the Agreement relative to any part of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the WORK.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

2.1 The CONTRACTOR may be furnished additional instructions and detail drawings, by the ENGINEER, as necessary to carry out the WORK required by the CONTRACT DOCUMENTS.

2.2 The additional drawings and instruction thus supplied will become a part of the CONTRACT DOCUMENTS. The CONTRACTOR shall carry out the WORK in accordance with the additional detail drawings and instructions.

3. SCHEDULES, REPORTS AND RECORDS

3.1 The CONTRACTOR shall submit to the OWNER such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data where applicable as are required by the CONTRACT DOCUMENTS for the WORK to be performed.

3.2 Prior to the first partial payment estimate, the CONTRACTOR shall submit construction progress schedules showing the order in which he proposes to carry on the WORK, including dates at which he will start the various parts of the WORK, estimated date of completion of each part, and as applicable:

3.2.1. The dates at which special detail drawings will be required; and

3.2.2 Respective dates for submission of SHOP DRAWINGS, the beginning of manufacture, the testing and the installation of materials, supplies and equipment.

3.3 The CONTRACTOR shall also submit a schedule of payments that he anticipates he will earn during the course of the WORK.

4. DRAWINGS AND SPECIFICATIONS

4.1 The intent of the DRAWINGS and SPECIFICATIONS is that the CONTRACTOR shall furnish all labor, materials, tools, equipment, and transportation necessary for the proper execution of the WORK in accordance with the CONTRACT DOCUMENTS and all incidental work necessary to complete the PROJECT in an acceptable manner, ready for use, occupancy or operation by the OWNER.

4.2 In case of conflict between the DRAWINGS and SPECIFICATIONS, the SPECIFICATIONS shall govern. Figure dimensions on DRAWINGS shall govern over scale dimensions, and detailed DRAWINGS shall govern over general DRAWINGS.

4.3 Any discrepancies found between the DRAWINGS and SPECIFICATIONS and site conditions or any inconsistencies or ambiguities in the DRAWINGS or SPECIFICATIONS shall be immediately reported to the ENGINEER, in writing, who shall promptly correct such inconsistencies or ambiguities in writing. WORK done by the CONTRACTOR after his discovery of such discrepancies, inconsistencies or ambiguities shall be done at the CONTRACTOR's risk.

5. SHOP DRAWINGS

5.1 The CONTRACTOR shall provide SHOP DRAWINGS as may be necessary for the prosecution of the WORK as required by the CONTRACT DOCUMENTS. The ENGINEER shall promptly review all SHOP DRAWINGS. The ENGINEER'S approval of any SHOP DRAWING shall not release the CONTRACTOR from responsibility for deviations from the CONTRACT DOCUMENTS. The approval of

and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection, or testing thereof.

7.7 If any WORK is covered contrary to the written instructions of the ENGINEER it must, if requested by the ENGINEER, be uncovered for his observation and replaced at the CONTRACTOR'S expense.

7.8 If the ENGINEER considers it necessary or advisable that covered WORK be inspected or tested by others, the CONTRACTOR, at the ENGINEER'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the ENGINEER may require, that portion of the WORK in question, furnishing all necessary labor, materials, tools, and equipment. If it is found that such WORK is defective, the CONTRACTOR will bear all the expenses of such uncovering, exposure, observation, inspection, and testing; and of satisfactory reconstruction. If, however, such WORK is not found to be defective, the CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction and an appropriate CHANGE ORDER shall be issued.

8. SUBSTITUTIONS

Whenever a material, article or piece of equipment is identified on the DRAWINGS or SPECIFICATIONS by reference to brand name or catalogue number, it shall be understood that this is referenced for the purpose of defining the performance or other salient requirements and that other products of equal capacities, quality and function shall be considered. The CONTRACTOR may recommend the substitution of a material, article, or piece of equipment of equal substance and function for those referred to in the CONTRACT DOCUMENTS by reference to brand name or catalogue number, and if, in the opinion of the ENGINEER, such material, article, or piece of equipment is of equal substance and function to that specified, the ENGINEER may approve its substitution and use by the CONTRACTOR. Any cost differential shall be deductible from the CONTRACT PRICE and the CONTRACT DOCUMENTS shall be appropriately modified by CHANGE ORDER. The CONTRACTOR warrants that if substitutes are approved, no major changes in the function or general design of the PROJECT will result. Incidental changes or extra component parts required to accommodate the substitute will be made by the CONTRACTOR without a change in the CONTRACT PRICE or CONTRACT TIME.

9. PATENTS

The CONTRACTOR shall pay all applicable royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and save the OWNER harmless from loss on account thereof, except that the OWNER shall be responsible for any such loss when a particular process, design, or the product of a particular manufacturer or manufacturers is specified, however if the CONTRACTOR has reason to believe that the design, process or product specified is an infringement of a patent, he shall be responsible for such loss unless he promptly gives such information to the ENGINEER.

10. SURVEYS, PERMITS, REGULATIONS

10.1 The OWNER shall furnish all boundary surveys and establish all base lines for locating the principal component parts of the WORK together with a suitable number of bench marks adjacent to the WORK as shown in the CONTRACT DOCUMENTS. From the information provided by the OWNER, unless otherwise specified in the CONTRACT DOCUMENTS, the CONTRACTOR shall develop and make all detail surveys needed for construction such as slope stakes, batter boards, stakes for pile locations and other working points, lines, elevations and cut sheets.

10.2 The CONTRACTOR shall carefully preserve bench marks, reference points and stakes and, in case of willful or careless destruction, he shall be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in

days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

The CONTRACT PRICE may be changed only by a CHANGE ORDER. The value of any WORK covered by a CHANGE ORDER or of any claim for increase or decrease in the CONTRACT PRICE shall be determined by one or more of the following methods in the order of precedence listed below:

(a) Unit prices previously approved.

(b) An agreed lump sum.

(c) The actual cost for labor, direct overhead, materials, supplies, equipment and other services necessary to complete the work. In addition, there shall be added an amount to be agreed upon but not to exceed fifteen (15) percent of the actual cost of the WORK to cover the cost of general overhead and profit.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

15.1 The date of beginning and the time for completion of the WORK are essential conditions of the CONTRACT DOCUMENTS and the WORK embraced shall be commenced on a date specified in the NOTICE TO PROCEED.

15.2 The CONTRACTOR will proceed with the WORK at such rate of progress to insure full completion within the CONTRACT TIME. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER, that the CONTRACT TIME for the completion of the WORK described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the WORK.

15.3 If the CONTRACTOR shall fail to complete the WORK within the CONTRACT TIME, or extension of time granted by the OWNER, then the CONTRACTOR will pay to the OWNER the amount for liquidated damages as specified in the BID for each calendar day that the CONTRACTOR shall be in default after the time stipulated in the CONTRACT DOCUMENTS.

15.4 The CONTRACTOR shall not be charged with liquidated damages or any excess cost when the delay in completion of the WORK is due to the following, and the CONTRACTOR has promptly given WRITTEN NOTICE of such delay to the OWNER or ENGINEER.

15.4.1 To any preference, priority or allocation order duly issued by the OWNER.

15.4.2 To unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, or of the public enemy, acts of the OWNER, acts of another CONTRACTOR in the performance of a contract with the OWNER, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and abnormal and unforeseeable weather, and

15.4.3 To any delays of SUBCONTRACTORS occasioned by any of the causes specified in paragraphs 15.4.1 and 15.4.2 of this article.

16. CORRECTION OF WORK

16.1 The CONTRACTOR shall promptly remove from the premises all WORK rejected by the ENGINEER for failure to comply with the CONTRACT DOCUMENTS, whether incorporated in the construction or not, and the CONTRACTOR shall promptly replace and re-execute the WORK in accordance with the CONTRACT DOCUMENTS and without expense to the OWNER and shall bear the expense of making good all WORK of other CONTRACTORS destroyed or damaged by such removal or replacement.

18.4 After ten (10) days from delivery of a WRITTEN NOTICE to the CONTRACTOR and the ENGINEER, the OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the PROJECT and terminate the Contract. In such case, the CONTRACTOR shall be paid for all WORK executed and any expense sustained plus reasonable profit.

18.5 If, through no act or fault of the CONTRACTOR, the WORK is suspended for a period of more than ninety (90) days by the OWNER or under an order of court or other public authority, or the ENGINEER fails to act on any request for payment within thirty (30) days after it is submitted, or the OWNER fails to pay the CONTRACTOR substantially the sum approved by the ENGINEER or awarded by arbitrators within thirty (30) days of its approval and presentation, then the CONTRACTOR may, after ten (10) days from delivery of a WRITTEN NOTICE to the OWNER and the ENGINEER, terminate the CONTRACT and recover from the OWNER payment for all WORK executed and all expenses sustained. In addition and in lieu of terminating the CONTRACT, if the ENGINEER has failed to act on a request for payment or if the OWNER has failed to make any payment as aforesaid, the CONTRACTOR may upon ten (10) days written notice to the OWNER and the ENGINEER stop the WORK until he has been paid all amounts then due, in which event and upon resumption of the WORK. CHANGE ORDERS shall be issued for adjusting the CONTRACT PRICE or extending the CONTRACT TIME or both to compensate for the costs and delays attributable to the stoppage of the WORK.

18.6 If the performance of all or any portion of the WORK is suspended, delayed, or interrupted as a result of a failure of the OWNER or ENGINEER to act within the time specified in the CONTRACT DOCUMENTS, or if no time is specified, within a reasonable time, an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, shall be made by CHANGE ORDER to compensate the CONTRACTOR for the costs and delays necessarily caused by the failure of the OWNER or ENGINEER.

19. PAYMENTS TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect his interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing his approval of payment and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing his reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within thirty (30) days of presentation to him of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate. The OWNER shall retain ten (10) percent of the amount of each payment until final completion and acceptance of all work covered by the CONTRACT DOCUMENTS.

19.2 The request for payment may also include an allowance for the cost of such major materials and equipment which are suitably stored either at or near the site.

19.3 Prior to SUBSTANTIAL COMPLETION, the OWNER, with the approval of the ENGINEER and with the concurrence of the CONTRACTOR, may use any completed or substantially completed portions of the WORK. Such use shall not constitute an acceptance of such portions of the WORK.

19.4 The OWNER shall have the right to enter the premises for the purpose of doing work not covered by the CONTRACT DOCUMENTS. This provision shall not be construed as relieving the CONTRACTOR of the sole responsibility for the care and protection of the WORK, or the restoration of any damaged WORK except such as may be caused by agents or employees of the OWNER.

- 21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.
- 21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be cancelled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.
- 21.3 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, liability insurance as hereinafter specified:
- 21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting him from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by himself or by any SUBCONTRACTOR under him, or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR under him. Insurance shall be written with a limit of liability of not less than \$500,000 for all damages arising out of bodily injury, including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than \$500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than \$200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than \$200,000 aggregate for any such damage sustained by two or more persons in any one accident.
- 21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.
- 21.4 The CONTRACTOR shall procure and maintain, at his own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the work is performed. Workmen's Compensation Insurance, including occupational disease provisions, for all of his employees at the site of the PROJECT and in case any work is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees, unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statute, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of his employees not otherwise protected.
- 21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, the ENGINEER, and the OWNER.

22. CONTRACT SECURITY

The CONTRACTOR shall within ten (10) days after the receipt of the NOTICE OF AWARD furnish the OWNER with a Performance Bond and a Payment Bond in penal sums equal to the amount of the CONTRACT PRICE, conditioned upon the performance by the CONTRACTOR of all undertakings, covenants, terms, conditions and agreements of the CONTRACT DOCUMENTS, and upon the prompt payment by the CONTRACTOR to all persons supplying labor and materials in the prosecution of the WORK provided by the CONTRACT DOCUMENTS. Such BONDS shall be executed by the

given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves him in additional expense or entitles him to an extension of the CONTRACT TIME, he may make a claim therefore as provided in Sections 14 and 15.

26. SUBCONTRACTING

26.1 The CONTRACTOR may utilize the services of specialty SUBCONTRACTORS on those parts of the WORK which, under normal contracting practices, are performed by specialty SUBCONTRACTORS.

26.2 The CONTRACTOR shall not award WORK to SUBCONTRACTOR(S), in excess of fifty (50%) percent of the CONTRACT PRICE, without prior written approval of the OWNER.

26.3 The CONTRACTOR shall be fully responsible to the OWNER for the acts and omissions of his SUBCONTRACTORS, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

26.5 Nothing contained in this CONTRACT shall create any contractual relation between any SUBCONTRACTOR and the OWNER.

27. ENGINEER'S AUTHORITY

27.1 The ENGINEER shall act as the OWNER's representative during the construction period. He shall decide questions which may arise as to quality and acceptability of materials furnished and WORK performed. He shall interpret the intent of the CONTRACT DOCUMENTS in a fair and unbiased manner. The ENGINEER will make visits to the site and determine if the WORK is proceeding in accordance with the CONTRACT DOCUMENTS.

27.2 The CONTRACTOR will be held strictly to the intent of the CONTRACT DOCUMENTS in regard to the quality of materials, workmanship and execution of the WORK. Inspections may be made at the factory or fabrication plant of the source of material supply.

27.3 The ENGINEER will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

27.4 The ENGINEER shall promptly make decisions relative to interpretation of the CONTRACT DOCUMENTS.

28. LAND AND RIGHTS-OF-WAY

28.1 Prior to issuance of NOTICE TO PROCEED, the OWNER shall obtain all land and rights-of-way necessary for carrying out and for the completion of the WORK to be performed pursuant to the CONTRACT DOCUMENTS, unless otherwise mutually agreed.

28.2 The OWNER shall provide to the CONTRACTOR information which delineates and describes the lands owned and rights-of-way acquired.

28.3 The CONTRACTOR shall provide at his own expense and without liability to the OWNER any additional land and access thereto that the CONTRACTOR may desire for temporary construction facilities, or for storage of materials.

SUPPLEMENTAL GENERAL CONDITIONS

The provisions of the Supplemental General Conditions as described herein change, amend, or supplement the General Conditions. Provisions of the General Conditions which are not changed, amended, or supplemented, remain in full force.

1. Contract Approval

Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

2. Contract Change Orders

2.1 All changes affecting the project's construction cost or modifications of the terms or conditions of the contract must be authorized by means of a written Contract change order which is mutually agreed to by the OWNER and the CONTRACTOR. The Contract change order will include extra work, work for which quantities have been altered from those shown in the bidding schedule, as well as decreases or increases in the quantities of installed units which are different than those shown in the bidding schedule because of final measurements. All changes must be recorded on a Contract change order before they can be included in a partial payment estimate.

2.2 When the CONTRACT sum is, in whole or in part, based on unit prices, the OWNER reserves the right to increase or decrease a unit price quantity as may be deemed reasonable or necessary in order to complete the work contemplated by this CONTRACT.

3. Partial Payment Estimates

3.1 Forms supplied by the ENGINEER shall be used when estimating periodic payments due the CONTRACTOR.

3.2 The OWNER may, after consultation with the ARCHITECT/ENGINEER, withhold or on account of subsequently discovered evidence, nullify the whole or part of any approved partial payment estimate to such extent as may be necessary to protect the OWNER from loss on account of:

3.2.1. Defective work not remedied.

3.2.2. Claims failed.

3.2.3. Failure of CONTRACTOR to make payments properly to subcontractors or suppliers.

5. Protection of Lives and Property

5.1 In order to protect the lives and health of its employees under the CONTRACT, the CONTRACTOR shall comply with all pertinent provisions of the Occupational Safety and Health Administration (OSHA) and any State Safety and Health agency requirement.

5.2 The CONTRACTOR alone shall be responsible for the safety, efficiency, and adequacy of its plant, appliances, and methods, and for any damage which may result from their failure or their improper construction, maintenance or operation.

6. Remedies

6.1 Unless otherwise provided in this CONTRACT, all claims, counterclaims, disputes, and other matters in question between the OWNER and the CONTRACTOR arising out of or relating to this CONTRACT or the breach thereof will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the OWNER is located.

6.2 The arbitration provisions of this section may be initiated by either party to this CONTRACT by filing with the other party and the ENGINEER/ARCHITECT a WRITTEN REQUEST for arbitration.

6.3 Each party to this CONTRACT will appoint one arbitrator; the two arbitrators will select a third arbitrator.

6.4 The arbitrators will select a hearing location as close to the OWNER's locale as possible.

6.5 The procedure for conducting the hearings will follow the Construction Industry Arbitration Rules of the American Arbitration Association.

7. Gratuities

7.1 If the OWNER finds after a notice and hearing that the CONTRACTOR, or any of the CONTRACTOR's agents or representatives, offered or give gratuities (in the form of entertainment, gifts, or otherwise), to any official, employee, or agent of the OWNER or State officials in attempt to secure this CONTRACT or favorable treatment in awarding, or making any determinations related to the performance of this CONTRACT, the OWNER may, by written notice to the CONTRACTOR, terminate this CONTRACT. The OWNER may also pursue other rights and remedies that the law or this CONTRACT provides. However, the existence of the facts on which the OWNER bases such findings shall be an issue and may be reviewed in proceeding sunder the Remedies clause of this CONTRACT.

7.2 In the event this CONTRACT is terminated as provided in paragraph 7.1 the OWNER may pursue the same remedies against the CONTRACTOR as it could pursue in the event of a breach of the CONTRACT by the CONTRACTOR. As a

Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15 which prohibits the awarding of non-exempt federal contracts, grants, or loans to facilities included on EPA's list of violating facilities. The CONTRACTOR will report violations to the OWNER.

12. State Energy Policy

The CONTRACTOR shall comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in the State Energy Conservation Plan, shall be utilized.

13. Equal Opportunity Requirements

13.1 For all Contracts in excess of \$10,000 the CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

13.2 The CONTRACTOR will execute the "Compliance Statement Regarding State and Federal Standards Provisions."

13.3 The CONTRACTOR's compliance with Executive Order 11246 shall be based on its implementation of the Equal Opportunity Clause, specific affirmation action obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the CONTRACT is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the CONTRACT, and in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the CONTRACTOR's goals shall be a violation of the CONTRACT, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

13.4 The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the CONTRACT resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the CONTRACT is to be performed.

16.3 The CONTRACTOR's Certificate of Insurance acceptable to the OWNER shall be delivered to the OWNER with the executed Agreement, Performance Bond and Payment Bond according to the timetable described on Page 2 of the Information for Bidders. The OWNER shall not be required to execute the Contract and proceed with the project until an acceptable insurance certificate is delivered to the OWNER. If the Certificate of Insurance as specified is not delivered to the OWNER within 10 calendar days from the date when the Notice of Award is delivered to the Bidder, the OWNER may consider the Bidder in default, in which case the Bid Bond shall become the property of the OWNER.

16.4 The Certificate of Insurance shall include positive statements regarding Explosion, Collapse, and Underground Coverage and Products and Completed Operations coverage as specified above and all other coverages required in the General Conditions and Supplemental General Conditions. If any insurance coverage expires during the term of the Contract or warranty period the CONTRACTOR shall deliver to the OWNER a new Certificate of Insurance as specified prior to the expiration date of the former policy. The cancellation clause on the Certificate of Insurance shall be worded as shown on the sample certificate on the next page and the OWNER shall be listed as an "Additional Named Insured."

17. Bid Bonds

17.1 A certified check or cash in the amount of 5 percent of the total bid may be used in lieu of a bond from a surety company; however, an "Official" check is not an acceptable substitute. Throughout these Contract Documents, the term BID BOND shall be defined so as to include the certified check or cash, where such security is used in lieu of a bond from a surety company.

17.2 If the BIDDER fails to execute and deliver the Agreement, Performance Bond, Payment Bond, and Certificate of Insurance acceptable to the OWNER within 10 days from the date when the NOTICE OF AWARD is delivered to the BIDDER, the OWNER may consider the BIDDER in default. In this case the BID BOND accompanying the proposal shall become the property of the OWNER.

18. Execution of Performance and Payment Bonds

The Attorney-in-Fact that executes Performance and Payment Bonds for the Surety must be a resident of the Commonwealth of Kentucky. Otherwise, the bonds must be co-signed by an agent with residence in Kentucky who has Power of Attorney from the Surety.

19. Guarantee

19.1 The following shall be added to Paragraph 29 of the General Conditions, "Guarantee":

19.2 When a failure of the CONTRACTOR's work creates an emergency which threatens service to the OWNER's customers and, in the opinion of the OWNER, the CONTRACTOR's forces cannot be mobilized in a timely fashion, the OWNER may perform Warranty work. Work may also be performed by the OWNER under the above conditions prior to commencement of the warranty period. The CONTRACTOR shall pay the OWNER for the actual cost of all such work.

20. Subcontractors, Suppliers and Others

The CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those who are to furnish the principal items of materials and/or equipment) against whom the OWNER or ENGINEER may have reasonable objection. The CONTRACTOR shall deliver a list of all such Subcontractors, Suppliers, or other persons or organizations for acceptance by the OWNER and ENGINEER at least twenty (20) days prior to their being employed on the Project. Said list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each name listed. The CONTRACTOR shall supply any additional information regarding those named on said list that may be requested by the OWNER or ENGINEER. Acceptance of or objection to any Subcontractor, Supplier, or other person or organization shall be forwarded to the CONTRACTOR in writing within 10 days of receipt of said list by the OWNER or ENGINEER. If there are written objections, the CONTRACTOR shall then submit substitute names for acceptance. No acceptance by the OWNER or ENGINEER of any Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of the OWNER or ENGINEER to reject defective work or to object to such party after further investigation or unacceptable performance.

21. Progress Payment Subcontractors and Suppliers Release of Liens

21.1 With each partial payment estimate the CONTRACTOR shall submit to the ENGINEER a "Progress Payment Subcontractors and Suppliers Release of Lien" on the forms provided by the ENGINEER. The purpose of the releases of lien is to indicate to the OWNER that the CONTRACTOR has paid for all subcontracted work, equipment rental, supplies and/or materials (either stored or installed) that were included on the previous partial payment estimate. A separate release form shall be executed by an authorized representative of each subcontractor or supplier that had items included for payment on the previous estimate.

21.2 If the CONTRACTOR fails to provide clear release(s) of lien, the OWNER may proceed with either of the alternatives set forth in the General Conditions, Section 19.6.

22. Termination of Contractor's Services

In regards to Paragraph 18.2 of the General Conditions, the OWNER may terminate the services of the CONTRACTOR, take possession of the project, and

CERTIFICATION OF RELEASE OF CONTRACTOR LIENS

This is to certify that (Contractor's Name) has paid all debts for materials, supplies, labor, and subcontractors relative to the work which was performed on Buchanon Park Sewer Line Extension for Warren County Water District under a Contract dated _____, 20__

The only exceptions are those listed below. If there are no exceptions, write in "None".

<u>NAME</u>	<u>DOLLAR AMOUNT</u>
1. _____	\$ _____
2. _____	\$ _____
3. _____	\$ _____
4. _____	\$ _____

We further certify that to the best of our knowledge there are no litigations either in process or pending in connection with the subject work with the following exceptions. If there are no exceptions, write in "None".

1. _____
2. _____

We further certify that this work was performed in strict conformance with the Drawings, Specifications, and Contract.

(Contractor's Name)

DATE: _____

BY: _____

State of Kentucky
County of _____

I, _____, a Notary Public in and for the State of Kentucky at Large, do hereby certify that the foregoing certification from _____ was duly produced before me on this ____ day of _____, 20__.

NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires: _____

WARRANTY AGREEMENT

It is hereby agreed on this ___ day of _____, 20 ____, that the Warranty Period for the work performed on Buchanon Park Sewer Line Extension Contract dated _____, 20 ____, with Warren County Water District shall end at midnight on _____, 20 ____.

(Contractor's Name) _____

BY: _____

WARREN COUNTY WATER DISTRICT

BY: _____

State of Kentucky
County of _____

I, _____, a Notary Public in and for the State of Kentucky at Large, do hereby certify that the foregoing certification from _____ was duly produced before me on this _____ day of _____, 20 ____.

NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires: _____

State of Kentucky
County of _____

I, _____, a Notary Public in and for the State of Kentucky at Large, do hereby certify that the foregoing certification from _____ was duly produced before me on this _____ day of _____, 20 ____.

NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires: _____

CERTIFICATION OF RECEIPT OF FINAL PAYMENT

This is to certify that as of _____, 20____, (Contractor's Name) has accepted full and final payment for all work performed on Buchanon Park Sewer Line Extension, Contract dated _____, 20____, with Warren County Water District (OWNER) and having done so, has released the OWNER in accordance with Section 20 of the General Conditions.

(Contractor's Name) _____

BY: _____

State of Kentucky
County of _____

I, the undersigned, a Notary Public in and for the State of Kentucky, do hereby certify that the above Certification from _____ was on this day sworn before me and acknowledged by him to be a free act and deed.

Witness my hand this _____ Day of _____, 20____

NOTARY PUBLIC

My Commission Expires: _____

KENTUCKY LABOR CABINET
PREVAILING WAGE DETERMINATION
CURRENT REVISION
LOCALITY NO. 033

Determination No. CR 6-033

Project number: 114-H-00438-10-6

Type: _____ Bldg _____xx_____ HH

Date of Determination: December 9, 2010

This schedule of the prevailing rate of wages for Locality No. 033, which includes Butler and Warren Counties, has been determined in accordance with the provisions of KRS 337.505 to 337.550. This determination shall be referred to as Prevailing Wage Determination No. CR 6-033.

Apprentices shall be permitted to work as such subject to Administrative Regulations adopted by the Executive Director of the Office of Workplace Standards. Copies of these regulations will be furnished upon request to any interested person.

Overtime is to be computed at not less than one and one-half (1 1/2) times the indicated BASE RATE for all hours worked in excess of eight (8) per day, or in excess of forty (40) per week. However, KRS 337.540 permits an employee and employer to agree, in writing, that the employee will be compensated at a straight time base rate for hours worked in excess of eight (8) hours in any one workday, but not more than ten (10) hours worked in any one workday, if such written agreement is prior to the over eight (8) hours in a workday actually being worked, or where provided for in a collective bargaining agreement. The fringe benefit rate is to be paid for each hour worked at a straight time rate for all hours worked. Fringe benefit amounts are applicable for all hours worked except when otherwise noted. Welders will receive rate for craft in which welding is incidental.

No laborer, workman or mechanic shall be paid at a rate less than that of the General Laborer except those classified as bona fide apprentices registered with the Kentucky State Apprenticeship Supervisor unless otherwise specified in this schedule of wage rates.

NOTE: The type of construction shall be determined by applying the following definitions.

BUILDING CONSTRUCTION

Building construction is the construction of sheltered enclosures with walk-in access for the purpose of housing persons, machinery, equipment, or supplies. It includes all construction of such structures, the installation of utilities and the installation of equipment, both above and below grade level, as well as incidental grading, utilities and paving.

CLASSIFICATIONS RATE AND FRINGE BENEFITS

ASBESTOS/INSULATION WORKERS:	BASE RATE	\$23.55
	FRINGE BENEFITS	8.66

ASBESTOS & LEAD ABATEMENT WORKERS:	BASE RATE	\$15.55
	FRINGE BENEFITS	4.55

BOILERMAKERS:	BASE RATE	\$23.95
	FRINGE BENEFITS	12.04

BRICKLAYERS:	BASE RATE	\$23.03
	FRINGE BENEFITS	2.07

CARPENTERS/BUILDING:

Carpenters:	BUILDING	BASE RATE	\$21.71
		FRINGE BENEFITS	11.93

Piledriver	BUILDING	BASE RATE	\$21.96
		FRINGE BENEFITS	11.93

CARPENTERS/HEAVY HIGHWAY:

Carpenters:	HEAVY & HIGHWAY	BASE RATE	\$19.95
		FRINGE BENEFITS	5.43

Piledrivermen:	HEAVY & HIGHWAY	BASE RATE	\$20.70
		FRINGE BENEFITS	5.43

Divers:	HEAVY & HIGHWAY	BASE RATE	\$31.05
		FRINGE BENEFITS	5.43

CEMENT MASONS:	BASE RATE	\$ 20.40
	FRINGE BENEFITS	8.25

ELECTRICIANS:

Electricians:	*BASE RATE	\$29.27
	FRINGE BENEFITS	13.08

*When workmen are required to work from bosun chairs, trusses, stacks, tanks, scaffolds, catwalks, radio and TV towers, structural steel and bridges or similar hazardous locations where workmen are subject to a direct fall, add 25% above workman's hourly rate for work that is 50' to 75' above the surface and add 50% above workman's hourly rate for work that is over 75' above the surface. No premium shall be paid on work performed using JLGs, bucket trucks, or other similar elevated mechanized work platforms up to 75' above the surface upon which the platform sits. Structural steel is defined as open, unprotected, unfloored raw steel.

CLASSIFICATIONS RATE AND FRINGE BENEFITS
LABORERS/BUILDING (CONTINUED):

Group 3			
Powderman or Blasters:	BUILDING	BASE RATE	\$21.55
		FRINGE BENEFITS	9.88

LABORERS/HEAVY HIGHWAY:

HEAVY HIGHWAY GROUP 1:

Aging and curing of concrete (any mode or method), asbestos abatement worker, asphalt plant laborers, asphalt laborers, batch truck dumpers, carpenter tenders, cement mason tenders, cleaning of machines, concrete laborers, demolition laborers, dredging laborers, drill helper, environmental laborer - nuclear, radiation, toxic and hazardous waste - Level D, flagmen, grade checkers, all hand digging and hand back filling, highway marker placers, landscaping laborers, mesh handlers and placers, puddler, railroad laborers, rip-rap and grouters, right of way laborers, sign, guard rail and fence installers (all types), signal men, sound barrier installer, storm and sanitary sewer laborers, swampers, truck spotters and dumpers, and wrecking of concrete forms:

HEAVY & HIGHWAY	BASE RATE	\$21.16
	FRINGE BENEFITS	9.80

HEAVY HIGHWAY GROUP 2:

Batter board men (sanitary and storm sewer), brickmason tenders, mortar mixer operator, scaffold builders, burner and welder, bushhammers, chain saw operator, concrete saw operators, deckhand scow man, dry cement handlers, environmental laborers - nuclear, radiation, toxic and hazardous waste - Level C, forklift operators for masonry, form setters, green concrete cutting, hand operated grouter and grinder machine operator, jack hammers, lead paint abatement, pavement breakers, paving joint machine, pipe layers-laser operators (non-metallic), plastic pipe fusion, power driven Georgia buggy or wheelbarrow, power post hole diggers, precast manhole setters, walk-behind tampers, walk-behind trenchers, sand blasters, concrete chippers, surface grinders, vibrator operators, wagon drillers:

HEAVY & HIGHWAY	BASE RATE	\$21.41
	FRINGE BENEFITS	9.80

HEAVY HIGHWAY GROUP 3:

Asphalt luteman and rakers, gunnite nozzleman, gunnite operators and mixers, grout pump operator, side rail setters, rail paved ditches, screw operators, tunnel laborers (free air), and water blasters:

HEAVY & HIGHWAY	BASE RATE	\$21.46
	FRINGE BENEFITS	9.80

HEAVY HIGHWAY GROUP 4:

Caisson workers (free air), cement finishers, environmental laborer - nuclear, radiation, toxic and hazardous waste - Levels A and B, miners and drillers (free air), tunnel blasters, tunnel muckers (free air), directional & horizontal boring, air track driller (all types), and powderman and blaster:

HEAVY & HIGHWAY	BASE RATE	\$22.06
	FRINGE BENEFITS	9.80

CLASSIFICATIONS RATE AND FRINGE BENEFITS
OPERATING ENGINEERS/BUILDING (CONTINUED):

***Operators on cranes with boom one-hundred fifty feet (150') and over including jib, shall receive seventy-five cents (\$.75) above base rate. All cranes with piling leads will receive \$.50 above base rate regardless of boom length**

BUILDING CLASS B:

All Air Compressors (over 900 cfm), Bituminous Mixer, Joint Sealing Machine, Concrete Mixer (under 21 cu. ft), Form Grader, Roller (rock), tractor (50 HP and over), Bull Float, Finish Machine, Outboard Motor Boat, Flexplane, Fireman, Boom Type Tamping Machine, Greaser on Grease Facilities servicing Heavy Equipment, Switchman or brakeman, Mechanic Helper, Whirley Oiler, Self-Propelled Compactor, Tractair and Road Widening Trencher and Farm Tractor with Attachments (except backhoe, highlift and endloader), Elevator (regardless of ownership when used for hoisting any building materials), Hoisting Engineer (1 drum or buck hoist), Firebrick (Masonry Excluded), Well Points, Grout Pump, Throttle-Valve Man, Tugger, Electric Vibrator Compactor and Caisson Drill Helper:

BUILDING	BASE RATE	\$20.86
	FRINGE BENEFITS	13.00

BUILDING CLASS C:

Bituminous Distributor, Cement Gun, Conveyor, Mud Jack, Paving Joint Machine, Roller (earth), Tamping Machine, Tractors (under 50 HP), Vibrator, Oiler, Concrete Saw, Burlap and Curing Machine, Truck Crane Oiler, Hydro-Seeder, Power Form handling Equipment, Deckhand Steersman, Hydraulic Post Driver and Drill Helper:

BUILDING	BASE RATE	\$19.34
	FRINGE BENEFITS	13.00

OPERATING ENGINEERS/HEAVY HIGHWAY:

HEAVY HIGHWAY CLASS A-1:

Operating Engineers possessing 3rd party certification NCCCO (National Commission for the Certification of Crane Operators) (or Operating Engineers Certification Program) shall be paid the minimum rate per hour on the following equipment: Cableway, carry deck crane, cherry picker, clamshell, derrick, derrick boat, dragline, hoist engine (2 or more drums) hydraulic boom truck, hydrocrane, orangepeel bucket, overhead crane, piledriver, rough terrain crane, tower cranes (French, German and other types) truck crane:

HEAVY HIGHWAY	BASE RATE	\$26.35
	FRINGE BENEFIT	13.00

CLASSIFICATIONS

RATE AND FRINGE BENEFITS

OPERATING ENGINEERS: (CONTINUED):

Post Driver, Hydro Seeder, Mud Jack, Oiler, Paving Joint Machine, Power Form Handling Equipment, Pump, Roller (earth), Steermens, Tamping Machine, Tractors (under 50 H.P.) and Vibrator:

HEAVY & HIGHWAY	BASE RATE	\$22.67
	FRINGE BENEFITS	13.00

Employees assigned to work below ground level are to be paid ten percent (10%) above base wage rate. This does not apply to open cut work.

PAINTER/BUILDING:

Brush and roller:	BUILDING	BASE RATE	\$16.53
		FRINGE BENEFITS	5.65

Structural steel, swing state and chair and motor stage, spray work, climbing shoes, drywall finishing, pressure cleaning steam and water, tuck point (in connection with painting), epoxies, vinyl and plastic type paint, power driven buffers and sanders, and lead base paint abatement

BUILDING	BASE RATE	\$16.88
	FRINGE BENEFITS	5.65

Sandblasting, bitumastic coatings, hot:

BUILDING	BASE RATE	\$17.23
	FRINGE BENEFITS	5.65

PAINTER/HEAVY HIGHWAY:

Brush, Roller & Paperhangers:	HEAVY & HIGHWAY	BASE RATE	\$18.25
		FRINGE BENEFITS	4.28

Drywall Finishers & Plasterers:	HEAVY & HIGHWAY	BASE RATE	\$17.35
		FRINGE BENEFITS	3.13

Spray, Sandblast, Power Tools, Waterblast, Steam Cleaning; Brush & Roller of Mastics, Creosotes, Kwinch Koate and Coal Tar Epoxy:

HEAVY & HIGHWAY	BASE RATE	\$19.25
	FRINGE BENEFITS	4.28

Spray of Mastics, Creosotes, Kwinch Koate and Coal Tar Epoxy:

HEAVY & HIGHWAY	BASE RATE	\$20.25
	FRINGE BENEFITS	4.28

PLUMBERS & PIPEFITTERS:

BASE RATE	\$30.50
FRINGE BENEFITS	15.48

NOTICE OF AWARD

TO: _____

Project Description: Buchanon Park Sewer Line Extension.

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for Bids dated September 22, 2011 and Information for Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$ _____.

You are required by the Information for Bidders to execute the Agreement and furnish the required CONTRACTOR'S Performance BOND, Payment BOND, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this ___ day of _____, 2011.

Owner: Warren County Water District

By: _____

Alan Vilines

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this the ___ day of _____, 2011.

By: _____

Title: _____

AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2011, by and between Warren County Water District, hereinafter called "OWNER" and _____ doing business as a corporation hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The CONTRACTOR will commence and complete the Buchanon Park Sewer Line Extension.

2. The CONTRACTOR will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within 10 calendar days after the date of the NOTICE TO PROCEED and will fully complete the same within 180 calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____ or as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:
- (A) Advertisement for Bids
 - (B) Information for Bidders
 - (C) Bid
 - (d) Bid Bond
 - (E) Compliance Statement
 - (F) Affidavit for Bidders Claiming Resident Bidder Status
 - (G) General Conditions
 - (H) Supplemental General Conditions
 - (I) Notice of Award
 - (J) Agreement
 - (K) Performance Bond
 - (L) Payment Bond
 - (M) EPSC Certification
 - (N) Notice to Proceed
 - (O) Detailed Specifications prepared or issued by: Warren County Water District dated September 22, 2011.
 - (P) Drawings prepared by: Warren County Water District.
 - (Q) Addenda:
 - No. _____, dated _____.
 - No. _____, dated _____.
 - No. _____, dated _____.
 - (R) Change Order(s)

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(NAME OF CONTRACTOR)

(ADDRESS OF CONTRACTOR)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, a _____
(NAME OF SURETY)

(ADDRESS OF SURETY)

hereinafter called Surety, are held and firmly bound unto

Warren County Water District

(NAME OF OWNER)

P. O. Box 10180, 523 US 31W Bypass, Bowling Green, KY 42102-4780

(ADDRESS OF OWNER)

hereinafter called OWNER, in the total aggregate penal sum of _____
(\$ _____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Buchanon Park Sewer Line Extension

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the SURETY and during the one year guaranty period

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____ . _____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS: that

(NAME OF CONTRACTOR)

(ADDRESS OF CONTRACTOR)

a _____, hereinafter called
(Corporation, Partnership, or Individual)

Principal, a _____
(NAME OF SURETY)

(ADDRESS OF SURETY)

hereinafter called Surety, are held and firmly bound unto

Warren County Water District
(NAME OF OWNER)

P. O. Box 10180, 523 US 31W Bypass, Bowling Green, KY 42102-4780
(ADDRESS OF OWNER)

hereinafter called OWNER and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the CONTRACT and to their successors and assigns in the total aggregate penal sum of _____ (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the PRINCIPAL entered into a certain CONTRACT with the OWNER, dated the ___ day of _____, a copy of which is hereto attached and made a part hereof for the construction of:

Buchanon Park Sewer Line Extension

NOW, THEREFORE, if the PRINCIPAL shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such CONTRACT, and any authorized extensions or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in

IN WITNESS WHEREOF, this instrument is executed in three counterparts, each one of which shall be deemed an original, this the ____ day of _____ . _____.

ATTEST:

(Principal) Secretary

Principal

(SEAL)

By: _____

(Witness as to Principal)

(Address)

(Address)

(Surety)

ATTEST:

Witness to Surety

Attorney-in-Fact

(Address)

(Address)

NOTE: Date of BOND must not be prior to date of Contract.

If CONTRACTOR is partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the state where the Project is located.

EPSC CERTIFICATION

Project Name: Buchanon Park Sewer Line Extension

Project Location(s): Warren County, Kentucky

Contractor Name: _____

Address: _____

Telephone Number: _____

Check One: Prime Contractor Sub-Contractor

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Signature: _____

Print Name: _____

Title: _____

Date: _____

State of Kentucky
County of _____

I, _____, a Notary Public in and for the State of Kentucky at Large, do hereby certify that the foregoing certification from _____ was duly produced before me on this ____ day of _____, 20____.

NOTARY PUBLIC, STATE OF KENTUCKY

My Commission Expires: _____

NOTICE TO PROCEED

TO: _____

DATE: _____
PROJECT: Buchanon Park Sewer Line
Extension

You are hereby notified to commence WORK in accordance with the Agreement dated _____, on or before _____, 20__, and you are to fully complete the WORK within 180 consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20__.

Owner: Warren County Water District

By: _____
Alan Vilines

Title: General Manager

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this the __ day of _____, 20__

By: _____

Title: _____

Employer Identification
Number: _____

SECTION 1
GENERAL SCOPE AND SPECIAL PROVISIONS

1. Scope

The instructions and information set out in the paragraphs of the Detailed Specifications shall supersede the instructions and information set out in the Information for Bidders, General Conditions, and Supplemental General Conditions if and when differences occur.

2. Shop Drawings, Product Data, and Samples

Shop drawings, product data, and samples as discussed in Paragraph 5 of the General Conditions shall be furnished by the CONTRACTOR to the ENGINEER. Unless otherwise set out, all shop drawings shall be furnished in five copies. It shall be clearly understood by the CONTRACTOR that the ENGINEER will examine the shop drawings for general design only, and that his approval stamped on such drawings shall be approval only for general design, and the CONTRACTOR shall in all cases be held responsible for detailed dimensions. In case of discrepancy between the shop drawings and the requirements of the Drawings, Specifications, and Contract Documents, the provisions of the Drawings, Specifications, and Contract Documents shall prevail even though the shop drawings have been approved by the ENGINEER, unless the conflict therein has been specifically waived in writing by a Change Order.

3. Owner's Right to Carry Out the Work

If the CONTRACTOR defaults or neglects to carry out the work in accordance with the Contract Documents and fails within ten days after receipt of written notice from the OWNER to commence and continue correction of such default or neglect with diligence and promptness, the OWNER may, (without prejudice to any other remedy he may have) make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of correcting such deficiencies. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the OWNER.

4. Execution and Coordination of the Work

4.1 It is intended that the work covered by this Contract be done so as to cause the minimum amount of interference with traffic and/or existing utilities. The CONTRACTOR will be required to organize and schedule his work so as to keep the existing facilities in full operation during the construction period insofar as is consistent with the nature of the construction work to be performed. The manner in which shutdowns will be made and the work schedule of the CONTRACTOR during shutdowns will be subject to the approval of the OWNER. The CONTRACTOR shall

equipment shall be available to the ENGINEER on call, and the labor shall be fully capable of performing the duties of rodman and/or chainman.

7. Access to and Inspection of the Work

Representatives of the OWNER shall at all time have full access for inspection of the work and the CONTRACTOR shall provide proper facilities for such access and inspection.

8. Work on Private Property

8.1 In connection with work performed on private property, the CONTRACTOR shall take every precaution to avoid damage to the property owners' buildings, grounds, and facilities. Fences, hedges, shrubs, etc., within the construction limits shall be removed carefully, preserved, and replaced when the Construction is completed in accordance with the requirements set out hereinafter in these specifications. When construction is completed, the private property owner's facilities and grounds shall be restored to as good (or better) condition than found as quickly as possible at the CONTRACTOR's expense. The OWNER reserves the right to require the CONTRACTOR to obtain a signed Release from each property owner affected by the work. Said Release shall indicate that the property owner is satisfied with the restoration of his land. However, the execution of such a release shall not relieve the CONTRACTOR from any of his contractual obligations or other claims that may arise at a later date. The widths of construction easements obtained by the OWNER from property owners is normally 15 feet each side of the pipeline and the CONTRACTOR shall confine his activities to the area within the limits of the easements unless specific permission is obtained by the CONTRACTOR from property owners.

8.2 Large trees, or other facilities within the actual construction limits that cannot be preserved and replaced shall be removed by the CONTRACTOR but the OWNER will assume the responsibility for settling with the property owner for the loss of said trees or facilities. However, trees and facilities for which the OWNER has made such settlement will be designated on the Drawings and the CONTRACTOR shall be solely and entirely responsible for any damage to trees and facilities not so designated.

8.3 All trees and brush cleared along the route of the pipeline shall be disposed of by the CONTRACTOR in a manner suitable to the ENGINEER and property owner. If such trees and brush are left on the property the CONTRACTOR shall obtain a release for same from the property owner.

9. Traffic Control and Work in Highway Rights of Way

9.1 The CONTRACTOR shall (before beginning work on any public highway right-of-way) make arrangements for maintaining the traffic on said highways and/or roadways, or rerouting traffic as may be required. The applicable regulations of the Kentucky Department of Transportation (Ky D.O.T.) must be followed in this regard.

10.2 Foundations, adjacent to where the excavation is to be made below the depth of the foundation, shall be supported by shoring, bracing, or underpinning as long as the excavation shall remain open and the CONTRACTOR shall be held strictly responsible for any damage to said foundations.

10.3 Care shall be taken to avoid excessive backfill loads on the completed pipe lines and the requirements regarding the width of the ditch as specified herein be strictly observed.

10.4 Trench sheeting shall not be removed until sufficient backfill has been placed to protect the pipe.

10.5 All sheeting, planking, timbering, bracing, and bridging, shall be placed, renewed, and maintained, as long as is necessary. Sheeting is not a pay item unless the CONTRACTOR is required and/or instructed by the OWNER to leave same in place.

11. Existing Utilities

11.1 Special precautions shall be taken by the CONTRACTOR to avoid damage to existing overhead and underground utilities owned and operated by the OWNER, or by other public or private utility companies.

11.2 With particular respect to existing underground utilities, all available information concerning their location has been shown on the drawings. While it is believed that the locations shown are reasonably correct, the OWNER cannot guarantee the accuracy or adequacy of this information.

11.3 The location of buried telephone cable often differs from the preliminary information given the OWNER by phone companies and shown on the drawings. Therefore, in order to construct a pipeline that is parallel to the highway right-of-way as specified, the CONTRACTOR may be required to cross buried telephone cable at various locations not indicated on the drawings. The CONTRACTOR shall consider these crossings as incidental to the pipeline construction.

11.4 Before proceeding with the work, the CONTRACTOR shall confer with all public or private companies, agencies, or departments that own and operate utilities in the vicinity of the construction work. The purpose of the conference (or conferences) shall be to notify said companies, agencies, or departments of the proposed construction schedule, verify the location of, and possible interference with, the existing utilities that are shown on the drawings, arrange for necessary suspension of service, and make arrangements to locate and avoid interference with all utilities (including house connections). The OWNER has no objection to the CONTRACTOR arranging for the said utilities companies, agencies, or departments to locate and uncover their own utilities; however, the CONTRACTOR shall bear the entire responsibility for locating and avoiding, or repairing damage to said existing utilities.

16. Cleaning up and Removal of Rubbish

16.1 The CONTRACTOR shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work and shall keep the work site in a clean and useable condition satisfactory to the ENGINEER. The CONTRACTOR shall direct his forces to promptly clean up streets, sidewalks, drainage channels, or private property, affected by his construction operations, when in the opinion of the ENGINEER such clean up is needed. At the completion of the work the CONTRACTOR shall remove all his rubbish from and about the site of the work and all of his tools, equipment, and surplus materials.

16.2 The Contract shall not be considered complete until all construction structures, equipment and rubbish from construction are cleaned from the site of the work. All damage to existing paving, grounds, and structures caused by the CONTRACTOR's operations must be repaired or the owners compensated for such damage before the contract will be considered complete. This includes the removal of rock from blasting (1 1/2 inches or over in size), and the broom sweeping, or water removal, of dirt from pavement.

17. Items Deleted and Quantity Changes

The OWNER reserves the right to delete any bid item or in the case of unit price items, the OWNER may delete, reduce, or increase the quantities involved. BIDDERS shall be aware of this possibility and shall base their BIDS accordingly.

SECTION 2

QUALITY ASSURANCE

1. Approval of Testing Agencies and Reports

When in these Contract Documents inspection and testing services are required, bureaus, laboratories, and/or agencies selected for such inspection and testing shall be approved by the ENGINEER. If inspection and testing services are provided by the OWNER or are performed in accordance with Section 7.8 of the General Conditions, the OWNER shall select the laboratories and/or agencies for such inspection and testing.

2. Suitability of Materials and Test Reports

Where prior inspection and testing of materials is required, documentary evidence in the form of test reports, in the form and number required by the ENGINEER, shall be furnished prior to the time the material is incorporated into the work. All rejected material shall be removed promptly from the premises.

3. Governing Specifications

It is the intention of the ENGINEER in the preparation of these Specifications to define properly the kind and quality of materials to be furnished. The standards of the American Society of Testing Materials (ASTM); standards of the American Water Works Association (AWWA); or other such agencies may be referred to in the Specifications. Where such standards are referred to, said references shall be construed to mean the latest amended and/or revised versions of the said standard specifications. In the selection of samples and the routine testing of materials, the testing laboratory shall follow the standard procedure as outlined by the ASTM, unless otherwise set out.

4. Extent of Inspection and Testing Service

It is intended that materials of construction, particularly those upon which the strength and durability of the work may depend, shall be inspected and tested to establish conformance with specifications and suitability for uses intended. The following is a schedule showing the extent of testing, and requirements and methods of reporting. If it is found that this list does not cover all items that will require testing, then such materials shall be tested as directed by the ENGINEER.

5. Requirements and Methods of Reporting

In general, four copies of all test reports will be required with two copies to the CONTRACTOR, one to the ENGINEER, and one to the OWNER. All copies shall be forwarded to the ENGINEER.

10.2.3 Each cylinder shall be numbered and logged, so as to adequately identify the representative concrete in the structure. Where three (3) cylinders are made from each day's pour, one (1) cylinder shall be tested at 7 days and two (2) at 28 days. Where more than three (3) cylinders per day are required, the "break" schedule shall be as requested by ENGINEER.

11. Reinforcing Steel

Reinforcing steel shall undergo a field inspection for section, rust, shape, and dimensions, plus certified test report for heat number(s).

12. Ductile Iron Pipe

Each piece of pipe shall bear the manufacturer's name or trademark and the date manufactured. Each piece of pipe shall also be certified by the manufacturer to have met the requirements of the governing standard specifications. Manufacturer Certifications and test reports shall be forwarded to the ENGINEER. Also, each piece shall be visually inspected in the field for any defects and specification conformance.

13. PVC Pipe for Gravity Sewers

13.1 PVC pipe for gravity sewers shall be marked to indicate the applicable specifications and SDR. The manufacturers shall supply certifications and test reports indicating specifically that all pipe supplied for the project meets the applicable specification. This information shall be furnished to the ENGINEER with shop drawings.

13.2 The total quality system of the pipe manufacturer shall meet the requirements set forth in ISO/IEC Guide 25:1990 (E), Sections 4 through 16, and the pipe manufacturer shall be capable of maintaining the specified requirements of both the pipe and material. Pipe manufacturer compliance shall be required prior to approval of any shop drawings for PVC pipe.

13.3 Each truckload of pipe delivered to the project shall be subject to whatever field measurements and tests deemed necessary by the OWNER. These tests may be conducted by the OWNER or his representative. The cost of field testing shall be the responsibility of the OWNER, but the cost of any pipe destroyed during such testing shall be the responsibility of the CONTRACTOR.

13.4 In addition to the applicable requirements and specifications, all PVC pipe supplied under this Contract shall be concentric from spigot to bell. Any PVC pipe delivered to the project that fails this concentricity requirement will be rejected. The cost of replacement of rejected pipe shall be the responsibility of the CONTRACTOR.

14.1.4 The pressure gauge and/or recorder used for testing pipelines will be supplied by the OWNER. The CONTRACTOR shall supply all other equipment necessary to perform the test. All test equipment shall be subject to the approval of the ENGINEER.

14.1.5 If any subsequent tests reveal defects that require repairs, air testing as described above shall be repeated on the repaired section.

14.2. Deflection Testing

Thirty days after completion of backfilling, or when in the opinion of the ENGINEER, adequate consolidation of backfill material has occurred, the pipeline shall be tested for deflection. A deflection of more than 5 percent of the inside diameter shall be cause for rejection and the line will be removed and replaced at the CONTRACTOR's expense. A Go, No-Go deflection testing Mandrel shall be used. The Mandrel design shall be approved by the ENGINEER.

14.3. Alignment Inspection

14.3.1 After successful deflection testing, the pipeline shall be visually inspected for proper grade (vertical) and horizontal alignment. Each section of pipeline shall be "lamped" between manholes to determine construction defects and/or if any displacement of pipe has occurred.

14.3.2 Prior to alignment inspection, the pipeline shall be thoroughly flushed with clean water. A visible "full moon" shall be required for grade alignment. A visible "half moon," or greater, shall be required for horizontal alignment. Any significant "ponding" of water in the pipeline or manholes in the opinion of the ENGINEER shall constitute a failure of the alignment inspection. Poor alignment, displaced pipe, significant ponding of water, or other discovered construction defects shall be repaired at the CONTRACTOR's expense.

15. Testing Manholes

15.1 All manholes shall be subject to vacuum testing in accordance with ASTM C1244. Vacuum testing shall be conducted in the presence of the ENGINEER or the ENGINEER's representative after Chimney Seal installation. Manholes shall be capable of holding a vacuum of 5 psi (10 inches of Mercury) without dropping more than 0.5 psi (1 inch of Mercury) for the times stated below:

TABLE 2.2

MINIMUM TEST TIMES FOR TYPICAL WCWD MANHOLES

Depth of Manhole (ft)	≤8	10	12	14	16	18	20	22	24	26	28	30
Time (sec)	20	25	30	35	40	45	50	55	59	64	69	74

SECTION 3
GRAVITY SANITARY SEWER LINES AND APPURTENANCES

1. Scope of the Work

The work to be accomplished under this section of the Specifications consists of the furnishing of all materials and labor necessary for the construction of gravity sewer lines, including all manholes, service laterals, accessories, and appurtenances in strict accordance with the Specifications and the applicable Drawings.

2. Gravity Sewer Alignment and Grade

2.1 The CONTRACTOR shall be held totally responsible for construction of the work according to the lines and grades shown on the Drawings.

2.2 The CONTRACTOR shall furnish the ENGINEER with three copies of "cut sheets" prepared on cut sheet forms supplied by the ENGINEER. All information indicated on the form shall be provided. Ground elevations and other information shall be determined at 25 foot intervals along the sewer centerline and this information reported on the cut sheets. The ENGINEER shall review the cut sheets for accuracy and compliance with the project Drawings and if corrections are required, the CONTRACTOR shall accomplish same and submit revisions for the ENGINEER's approval.

2.3 All gravity sewer lines shall be installed using properly functioning laser equipment to ensure accurate horizontal and vertical alignment of the pipe.

2.4 The CONTRACTOR shall lay out the axis of all structures and set permanent hubs marking these lines. The ENGINEER will set a bench mark (or marks) near the site and furnish the CONTRACTOR with the elevation of same. The CONTRACTOR shall be responsible for all other lines and grades required for structures.

3. Trenching

3.1 Unless otherwise directed by the ENGINEER, trenches in which pipes are to be laid shall be excavated in open cut to the elevations shown on the Drawings. Trench depth shall allow for a minimum of 6-inches of pipe bedding as specified herein but shall not be deeper than 12-inches below the invert elevation of the sewer.

3.2 All excavated material from the trench excavation shall be placed on the up-gradient side of the trench, when possible, to minimize erosion and sediment loss.

3.3 The trenches shall be straight and uniform so as to permit laying pipe to

before a charge is exploded.

4.1.7 The CONTRACTOR shall be solely responsible for his blasting operations. The CONTRACTOR shall not hold the OWNER and/or the ENGINEER liable for any damages resulting from his blasting operations on this project.

4.1.8 Blasting will not be permitted under or on CSXT's right-of-way.

4.2. Pre-blast Structure Survey

4.2.1 CONTRACTOR shall perform a pre-blast survey to determine and document with pictures the condition of adjacent structures, utilities, wells, buried cables, and other features within a minimum of 400 ft. of the blast area unless otherwise required by applicable regulatory authorities. Determine safe distances to structures or other facilities according to NFPA 495, Appendix B. Where facilities are closer than these distances, and natural barriers are not present, or when the amount of explosive cannot be reduced economically, blasting mats shall be used. Provide mats to protect environmentally sensitive areas, trees within 20 feet from the blasting area, streams, and rock formations from throw rock.

4.2.2 Purpose of survey is to document existing condition of structures prior to blasting, and is intended to be used as evidence in ascertaining whether and to what extent damage may have occurred as result of blasting. Survey shall be conducted prior to start blasting operations.

4.2.3 CONTRACTOR shall record information for each structure surveyed including:

- 4.2.3.1 Age and type of construction.
- 4.2.3.2 Location and character of cracks.
- 4.2.3.3 Evidence of settlement and leakage.
- 4.2.3.4 Other pertinent information.

4.2.4 Record pre-blast survey information on forms prepared specifically for pre-blast surveys. Supplement written records with photographs or videotape recordings. Submit copies of written records and photographs or videotapes to OWNER, and ENGINEER, prior to start of blasting.

4.3. Blast Design

4.3.1 Design each blast to avoid damage to existing facilities, adjacent property, and completed Work. Consider effects of blast-induced vibrations, air blast, and fly rock potential in design of each blast.

4.3.2 Establish appropriate maximum limit for vibration for each structure or facility that is adjacent to or near blast sites. Base maximum limits on

- 4.5.5.1 Vibration and air-blast limits as recommended by BIC.
- 4.5.5.2 Name of qualified BIC who will be responsible for monitoring program and interpretation of records.
- 4.5.5.3 Types and models of equipment proposed for monitoring.
- 4.5.5.4 Numbers and locations of proposed monitoring stations.
- 4.5.5.5 Procedures to be used for coordinating recording of each blast.
- 4.5.5.6 Steps to be taken if blasting vibrations or air blast exceed limits.

4.6. Blasting Records

4.6.1 For each blast, document the following:

- 4.6.1.1 Location of blast in relation to Project stationing or state plane coordinate system and elevation.
- 4.6.1.2 Date and times of loading and detonation of blast.
- 4.6.1.3 Name of person in responsible charge of loading and firing.
- 4.6.1.4 Details of blast design, as previously specified.
- 4.6.1.5 Vibration records including location and distance of seismograph geophones to blast and to nearest structure, and measured peak particle velocity. Report peak particle velocity in units of inches per second.
- 4.6.1.6 Air-blast records. Report peak air blast values in units of pounds per square inch overpressure above atmospheric or in decibels at linear response.
- 4.6.1.7 Comments by BIC regarding damage to existing facilities, adjacent property, or completed Work, misfires, fly rock occurrences, unusual results, or unusual effects as required.

4.7. Suspension of Blasting

4.7.1 In event damage to existing facilities, adjacent property, or completed Work occurs due to blasting, immediately suspend blasting and report damage to ENGINEER and OWNER. CONTRACTOR shall be responsible for all costs of repairs or replacement due to damage from blasting.

4.7.2 Before resuming blasting operations, adjust design of subsequent blasts, or take other appropriate measures to control effects of blasting, and submit complete description of proposed changes for reducing potential for future damage.

4.7.3 Do not resume blasting until authorized by OWNER and applicable regulatory authorities.

6.2.3 Initial backfill over PVC pipe shall in all cases consist of No. 9 stone to a level at least 12-inches above the top of the pipe. Only light consolidation of initial backfill is required.

6.3. Ductile Iron Pipe

Ductile iron pipe shall be laid in accordance with the manufacturer's recommendations and these Specifications. After the pipe is in place on the bedding, selected initial backfill material free from rock larger than one inch in diameter shall be placed and consolidated on each side of the pipe up to 12-inches above the top of the pipe.

7. Pipe and Fittings

7.1. PVC Sewer Pipe for Gravity Sewers

7.1.1 Pipe and fittings shall meet and/or exceed all of the requirements of ASTM D3034. The bell shall consist of an integral wall section with solid cross section rubber ring factory assembled and securely locked in place to prevent displacement and shall conform to Uni-Bell UNI-B-4 specifications. Gaskets shall conform to ASTM F 477. Standard lengths shall be approximately 14-feet or less. All fittings and accessories shall have bell and spigot configurations identical to that of the pipe. The SDR shall be 35 for segments installed up to 16-feet below grade, and the SDR shall be 26 if any portion of the segment is to be installed at a depth greater than 16-feet, or as shown on the Drawings.

7.1.2 Minimum "Pipe Stiffness" (F/ Y) at 5 percent deflection shall be 46 psi for all sizes when calculated in accordance with ASTM D-2412.

7.2. Ductile Iron Pipe for Gravity Sewers

In the locations called out on the Drawings, ductile iron pipe for gravity sewers shall be bell and spigot Class 350 Ductile Iron Pipe. Ductile iron pipe for gravity sewers shall be furnished bituminous coated outside and ceramic epoxy coated inside.

7.3. Ductile Iron Pipe Interior Coating

7.3.1 All ductile pipe shall be delivered to the application facility without asphalt, cement lining, or any other lining on the interior surface. Because removal of old linings may not be possible, the entire interior of the ductile iron pipe and fittings shall not have been lined with any substance prior to the application of the specified lining material and no coating shall have been applied to the first six inches of the exterior of the spigot ends.

7.3.2 The coating shall be Protecto 401 Ceramic Epoxy, or approved equal. The material shall be an amine cured novalac epoxy containing at

devices shall be incorporated into the Work at the inlets and outlet of the manhole and the devices shall be approved by the ENGINEER. All manholes shall be constructed completely watertight. Eccentric cone sections shall be typical.

8.2. Precast Manholes

8.2.1 Precast concrete manholes shall be constructed on a poured in place concrete slab if the manhole is be constructed on a bearing surface of native soil. If solid rock is excavated at the manhole bearing surface, the poured in place concrete slab is not required. However, No. 9 crushed stone shall be placed for leveling the precast bottom. Precast reinforced concrete manhole sections shall conform in every respect with ASTM C-478 Type B Wall, "Precast Reinforced Concrete Manhole Risers & Tops."

8.2.2 Joints between precast sections shall be sealed with butyl resin sealant, ConSeal CS-202 or equal **and polyolefin backed exterior joint wrap, ConSeal CS-212, or approved equal**. The minimum width of the joint wrap shall be 6-inches. Following placement of precast section, non-shrink, water plug type grout approved by the ENGINEER shall be spread in joint spaces and other irregularities inside manholes and troweled smooth.

8.3. Manhole Inverts

Inverts shall be constructed of concrete and shall form a smooth, even half-pipe section as shown on the standard detail sheet. The inverts shall be constructed when the manhole is being built or precast in the manhole bottom.

8.4. Manhole Steps

Manhole steps shall be resistant to rust and corrosion and shall be made of either high-grade aluminum or polypropylene coated steel or cast iron. Steps shall be approved by the ENGINEER.

8.5. Manhole Frames and Covers

8.5.1 Manhole frames and covers will be furnished and thoroughly grouted in place with cement mortar. The frame and cover shall be of the type and dimension shown on the Drawings and shall weigh not less than 415 pounds. Standard manhole lids shall have at least one pick hole and shall be similar to John Bouchard & Sons Co. No. 1150. Watertight manholes shall be installed where indicated on the Drawings. Watertight manholes shall be similar to John Bouchard & Sons Co. No. 1123 and shall weigh not less than 535 pounds.

once during the construction period. This method of construction will permit more advantageous handling of backfilling and street paving replacement and also will avoid possible damage to the main sewer by subsequent exposure for connection of the service lines.

10. Connecting to and Plugging of Existing Sewers

10.1 Connection of new sewer lines and/or manholes to existing sewer lines and/or manholes shall be performed so as to maintain service to existing customers. In order to accommodate existing customers, the ENGINEER may require that connections be made at night or on weekends and no extra payment shall be due the CONTRACTOR for such schedule. Where existing lines in or out of new or existing manholes are to be abandoned, they shall first be cut and plugged and then the inlet or outlet paved over with concrete to fashion the new invert. The Work of connecting new lines or cutting and plugging existing lines is not a separate pay item.

10.2 Adequate water stop devices, approved by the ENGINEER, shall be installed in the sides of existing manholes when new sewers are connected.

11. Piers for Sewer Lines

When required, piers for supporting gravity sewer lines shall be constructed of 4,000 psi concrete in accordance with the details shown on the Drawings.

12. Casing Pipe for Sewers

Casing pipe for sewers shall be smooth wall steel pipe having a minimum wall thickness of 0.25-inches. Casing pipe shall be installed either by open cut or by boring as indicated on the Drawings. Joints in casing pipe shall be welded continuously all around. For gravity sewer lines the CONTRACTOR is cautioned to take particular care to install the casing pipe with respect to the required grade of the proposed carrier pipe. The carrier pipe shall be supported on casing spacers (Advance, Calpico or equal) so as to center the carrier inside the casing pipe in accordance with the manufacturer's recommendations. End seals shall be installed.

13. Final Inspection

Prior to accepting a gravity sewer, and placing it in service, the ENGINEER will make a final internal and above ground inspection. At this time all lines shall have been flushed clear of mud, gravel, or other foreign material, the specified tests will have been run, and construction substantially complete. The CONTRACTOR will provide any necessary equipment or assistance required by the ENGINEER for this inspection.

germinate within a reasonable time, the CONTRACTOR shall regrade or reseed the area in question as specified above and as directed by the ENGINEER.

15.6 Final cleanup is a separate pay item.

SECTION 4
BASIS OF PAYMENT

1. General

The CONTRACTOR shall furnish all necessary labor, machinery, tools, apparatus, materials, equipment, services, and other necessary supplies and do and perform all Work including all excavation and backfilling (without additional compensation except where specifically set out in these Specifications) at the unit or lump sum prices for the following items.

2. Cased Highway and Railroad Crossings

Payment for furnishing and installing (by boring or open cut) as shown on the Bid Form casing pipe for highway, driveway, and railroad crossings will be made at the Contract unit price per linear foot, complete in place, and shall include the carrier pipe for the crossings if shown on the Drawings and on the Bid Form.

3. Asphaltic Concrete Pavement

Asphaltic concrete pavement shall be paid for at the Contract unit price per ton, complete in place, including primer. The CONTRACTOR shall furnish the ENGINEER with a duplicate weigh slip for all such material delivered at the job, but the pay quantities may be computed at the discretion of the ENGINEER using unit weight of asphalt and the following pavement cross-section. Payment for asphaltic concrete shall be limited to a maximum cross-section having a width of one-half the trench depth and a thickness equal to the existing pavement being replaced.

4. Crushed Stone for Bedding, Backfill, and Surfacing

The crushed stone specified herein for bedding, backfill, and surfacing for sewer line construction will be paid for at the Contract unit price per ton of material furnished and placed as specified. The CONTRACTOR shall furnish the ENGINEER with a duplicate weigh slip for all such materials delivered on the job, but the pay quantities may be computed at the discretion of the ENGINEER using unit weight of crushed stone and the following trench cross-section. Payment for crushed stone for force main installation shall be limited to a cross-section having a width of 16 inches plus the nominal pipe diameter and a depth of 12 inches plus the nominal pipe diameter, minus the area of the pipe. Payment for crushed stone for sewer main installation shall be limited to a cross-section having a width of 3 feet and a depth of 12 inches plus the nominal pipe diameter, minus the area of the pipe. The density of crushed stone shall be assumed to be 120 lb per cubic foot.

Detail Sheet.

11. Rip Rap Check Dam

Payment for furnishing, installing, and maintaining rip rap check dams as shown on the Bid Form will be made at the Contract unit price per ton, complete in place, as shown on the Drawings and the Erosion Prevention Sediment Control Detail Sheet.

12. Final Cleanup

12.1 Payment for the performance of final cleanup work shall be made at the Contract unit price per linear foot as specified on the Bid Form. However, quantities for final cleanup shall be added to partial payment estimates only after final cleanup work is totally completed for an entire sewer or water line. Payment for final cleanup shall not be made where the sewer or water line is constructed in paved streets, driveways, sidewalks, or other areas where final cleanup is not performed.

12.2 The unit price specified on the Bid Form is an assigned allotment for the work specified in Detailed Specifications, Section 3.11, "Final Cleanup". The BIDDER shall not modify either the unit price or extended total for this item and modification of these figures may be cause for rejection of the Bid. It is expressly understood and agreed, by and between the CONTRACTOR and the OWNER that the assigned allotment for final cleanup work is a reasonable amount for the work to be performed.

13. Summary

The above items, 2 through 12 inclusive, refer to and are the same items as listed on the Bid Form, and constitute all of the pay items for this Contract. Any other items of work listed in the Specifications, or shown on the Drawings, shall be considered to be incidental to the above items or other items listed in the proposal.