



Butler County  
Water System

# Final Engineering Report

## Project 18

December, 2017





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## Introduction

Butler County Water System, Inc. (Butler Water) provides water service to Butler County, KY outside the service area of the Morgantown Utilities Commission. In addition, Butler Water serves a portion of eastern Muhlenberg County. As of December 2017, Butler Water serves approximately 4,800 active customers. It is estimated that there are approximately 13 households within the Water System's service area that do not have access to an approved public water supply. The people living in most of these households are drinking contaminated water and the Water System is continuing its efforts to extend safe, potable drinking water to those households. The Water System will also install an Automatic Meter Reading (AMR) and leak detection system to improve the efficiency of the meter reading operation and improve water accountability for the entire service area.

The Water System has applied to Rural Development (RD) for funds to construct water lines in five (5) areas of Butler County that do not have a source of pure drinking water. The project also includes installation of an AMR and leak detection system. The information provided in this report more fully describes the proposed project (Project 18), the need for the improvements, and supplies appropriate financial summaries.

## Summary and Conclusions

The water line extensions and other system improvements referred to as Project 18 and as illustrated on the enclosed map (Exhibit A) are greatly needed to alleviate a serious health hazard. Examples of the current water supplies for the specific households affected by the project include collecting rain water off the house roof, drawing water from a wet-weather pond, and hauling water in a 275-gallon plastic tote on a trailer. These methods of obtaining water expose the members of the household to fecal material and parasites.



The proposed project to serve approximately 10 new households and upgrade the metering and leak detection system is economically feasible with a 9.95 percent general rate increase, a \$1,422,000 loan from RD, and a \$250,000 grant from RD. The project qualifies for the RD intermediate level interest rate on loan funds (2.750 percent).

### Project Description

The proposed project consists of construction of approximately 22,860 feet of 4-inch water mains and appurtenances. Approximately 10 meters will be installed adjacent to the mains to serve approximately 23 people. As shown on the enclosed map (Exhibit A), the extensions are located throughout the Water System's service area. The road names, length of the extensions, and number of new customers to be served is listed below. The AMR system installation will require modifications to all 4,800 customer meters and will include acoustic leak detection sensors.

**Butler County Water System - PROJECT 18  
New Signed Users List**

LINE ID	LINE NAME	LENGTH (feet)	HOMES REQUIRED	METER CONTRACTS	EASEMENTS NEEDED	EASEMENTS OBTAINED
L8	Doc Hampton Road	820	1	1	3	3
S47	Ruby Road	3,320	2	2	2	2
W23	Tarvin Embry Road (Section 1)	2,040	1	1	2	2
L9	Whalen Cemetery Road	2,200	1	1	2	2
R1	G Sutherland Road (West)	11,420	4	4	10	10
W24	Tarvin Embry Road (Section 2)	3,060	1	1	2	2

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## Results of Bids

On July 26<sup>th</sup>, 2017, Butler County Water System opened bids for the AMR and leak detection system material and on December 12<sup>th</sup>, 2017 bids were opened for the water line extensions, encoder registers, plastic meter pit lids, and AMR system installation. The low bids were generally in-line with the original project budget. A summary of the bid tabulations is attached as Appendix A. The proposals of the low bidders are attached as Appendix B.

## Project Budget

The revised Project Budget, as-bid with adjustments, is presented on the next page. The quantities of meters, leak sensors, and meter reading devices were adjusted to balance the budget. The increased quantity of meters accounts for system growth during the project. The increased number of leak sensors will help reduce water loss and the extra meter reading devices will increase productivity and AMR system redundancy. The total number of leak sensors to be installed is 3,600.

**PROJECT BUDGET**  
**(As-Bid w/ Adjustments)**  
**WATER SYSTEM ADDITIONS - PROJECT 18**  
**LINE EXTENSIONS & AMR SYSTEM**  
**BUTLER COUNTY WATER SYSTEM, INC.**

**PROJECT COSTS:**

1. Construction		
a. Distribution Lines - Bobby Luttrell and Sons, LLC		\$306,979.10
b. Automated Meter Reading System		
i. AMR Bid Items - United Systems	\$444,040.00 *	
ii. CIS System Integration - Advanced Systems	\$9,500.00	
iii. Plastic Meter Pit Lids - Buckeye State Pipe	\$81,125.00 *	
iv. Encoded Registers - Badger Meter	\$155,202.74 *	
Encoded Registers - CI Thornburg	\$158,382.00	
v. Contracted AMR Installation - Concord	\$162,825.00 *	
		\$1,011,074.74
c. Acoustic Listening Devices - United Systems		\$216,000.00 *
		\$1,534,053.84
2. Engineering		
a. Design & General Engineering During Construction	\$46,800.00	
b. Inspection	\$15,400.00	
		\$62,200.00
3. Administrative Expenses		\$10,000.00
4. Easement and Site Acquisition		\$5,000.00
5. Legal Costs		\$6,200.00
6. Interest During Construction		\$33,500.00
7. Contingency		\$83,546.16
		\$83,546.16
TOTAL PROJECT COST		\$1,734,500.00

**PROJECT FUNDING:**

1. RD Loan	\$1,422,000.00
2. RD Grant	\$250,000.00
3. Water System Contribution including Tap Fees	\$62,500.00
TOTAL FUNDING	\$1,734,500.00

\* Quantities adjusted to reflect additional system meters, leak sensors, and spare hardware.

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## Household Income Information

Qualifications for funding from RD are based in part on the median income level of the households affected by the project. In order to qualify for the intermediate interest rate available, the median income level for households in the project area must be below \$43,342. An examination of U.S. Census data indicates that the median household income in Butler County is \$34,581. Since this income level is well below the required amount, the project qualifies for the intermediate level interest rate of 2.750 percent on RD loan funds.

## Financial Considerations and Proposed Water Rates

The methodology used in developing the Butler Water's existing rate schedule was taken from the American Water Works Association, Manual M-1, Water Rates, Section 5, "Rate Design for Small Utilities", published by the AWWA in 2000. Basic philosophy and methodology presented in other sections of that manual were also incorporated into the rate design.

It was determined that with the additional debt service and operating expenses resulting from the proposed project, a rate increase averaging 9.95 percent is required. The 9.95 percent rate increase will also cover a Rochester Dam Regional Water Commission withdrawal fee assessed to fund repairs to the Rochester Dam, the source of water for Butler Water. This increase will also allow an adequate margin for depreciation funds to be accumulated for system maintenance, minor improvements, and special programs.

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As Butler Water's facilities continue to age and more facilities are added, the need for expenditures on maintenance and upkeep is expected to increase. Examples of major upcoming expenditures from depreciation funds include tank maintenance, plant maintenance, meter and line replacement programs. These are only a few examples of the many uses of depreciation funds that are required for system upkeep. Therefore, it is very important for Butler Water to implement water rates that result in sufficient revenue so that these funds will be available.

The schedule of water rates recommended in conjunction with this project is shown on the following page. Following the rate schedule is the Proforma Adjustment which shows the estimated revenues (which include the rate increase) and expenses for the first full year of operation after the completion of Project 18. Appendix A contains the Analysis of Actual Water Usage and Forecast of Water Usage income for the first year of operation. Appendix B contains the Forecast of Water Usage income for the new users.



**Schedule of Proposed Water Rates (Includes 9.95% Rate Adjustment)**

**General Service:**

**5/8 X 3/4-Inch Meter**

First	2,000 Gallons	\$20.38 Minimum Bill
Next	4,000 Gallons	5.90 per 1,000 Gallons
Next	44,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**1-Inch Meter**

First	5,000 Gallons	\$38.68 Minimum Bill
Next	1,000 Gallons	5.90 per 1,000 Gallons
Next	44,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**1-1/2-Inch Meter**

First	10,000 Gallons	\$69.11 Minimum Bill
Next	40,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**2-Inch Meter**

First	16,000 Gallons	\$101.44 Minimum Bill
Next	34,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**3-Inch Meter**

First	25,000 Gallons	\$164.67 Minimum Bill
Next	25,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**4-Inch Meter**

First	30,000 Gallons	\$227.81 Minimum Bill
Next	20,000 Gallons	5.24 per 1,000 Gallons
Next	50,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**6-Inch Meter**

First	60,000 Gallons	\$397.91 Minimum Bill
Next	40,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**8-Inch Meter**

First	80,000 Gallons	\$504.71 Minimum Bill
Next	20,000 Gallons	4.51 per 1,000 Gallons
Over	100,000 Gallons	3.76 per 1,000 Gallons

**Separate Private Fire Service:**

**1-1/2-Inch Service**

\$19.27 per month

**2-Inch Service**

\$28.81 per month

**3-Inch Service**

\$74.82 per month

**4-Inch Service**

\$162.64 per month

**6-Inch Service**

\$374.68 per month

**8-Inch Service**

\$723.66 per month

**10-Inch Service**

\$1,253.10 per month

**12-Inch Service**

\$1,978.34 per month

**PROFORMA ADJUSTMENT**  
WATER SYSTEM ADDITIONS - PROJECT 18  
BUTLER COUNTY WATER SYSTEMS, INC.

	EXISTING SYSTEM	CHANGES ON EXISTING SYSTEM	CHANGES DUE TO NEW PROJECT 18 CUSTOMERS	TOTAL FUTURE SYSTEM AFTER PROJECT
<b>OPERATING REVENUE</b>				
<b>METERED &amp; OTHER</b>				
Meter Sales Revenue	\$1,883,503	\$186,545 (1)	\$3,324 (3)	\$2,073,372
Forfeited Discounts	31,368	0	0	31,368
Misc. Service Revenue	27,790	0	0	27,790
Other Water Revenue	85	0	0	85
Income-Interest	8,990	0	0	8,990
Disposition Gain/Losses	0	0	0	0
<b>TOTAL OPERATING REVENUE</b>	<b>\$1,951,726</b>	<b>\$186,545</b>	<b>\$3,324</b>	<b>\$2,141,595</b>
<b>OPERATING EXPENSE:</b>				
<b>SOURCE OF SUPPLY &amp; PUMP EXP.</b>				
Salaries and Wages	\$354,146	\$0	(\$60,000) (4)	\$294,146
Commissioner Fees	18,000	0	0	18,000
Employee Overhead	239,435	0	(40,565) (4)	198,870
Purchased Water	4	0	0	4
Purchased Power	134,671	0	188 (5)	134,859
Chemicals	59,304	0	83 (5)	59,387
Materials & Supplies	51,180	0	398 (5)	51,578
Cont. Services-Engr	0	0	0	0
Cont. Services-Accounting	8,683	0	0	8,683
Cont. Services-Legal	0	0	0	0
Cont. Services-Other	148,543	0	32,938 (5, 6)	181,481
Rental of Building & Utilities	15,998	0	0	15,998
Equipment Expense	46,753	0	363 (5)	47,116
Insurance-Gen'l Liability	24,219	0	188 (5)	24,407
Insurance-Other	1,065	0	0	1,065
Regulatory Expense	3,864	0	0	3,864
Bad Debt Expense	2,955	0	0	2,955
Misc. Expense	4,207	0	0	4,207
<b>TOTAL OPERATING EXPENSE</b>	<b>\$1,113,017</b>	<b>\$0</b>	<b>(\$66,407)</b>	<b>\$1,046,610</b>
<b>OTHER EXPENSES</b>				
Depreciation	\$621,632	\$0	\$67,493 (6)	\$689,125
Misc. Non-Operating Income	131	0	0	131
Misc. Non-Operating Expense	0	0	0	0
Amortized Debt Expense	6,047	0	0	6,047
OPED Expense	5,988	0	0	5,988
<b>TOTAL OTHER EXPENSES</b>	<b>\$633,664</b>	<b>\$0</b>	<b>\$67,493</b>	<b>\$701,157</b>
<b>PRINCIPAL &amp; INTEREST EXPENSE:</b>				
Existing Principal - Other	\$150,000	(10,000) (2)	0	140,000
Existing Interest - Other	92,320	(16,100) (2)	0	76,220
Existing Principal - RDA	65,619	(12,477) (2)	0	53,142
Existing Interest - RDA	66,672	(7,289) (2)	0	59,383
New Principal - RDA	0	0	20,767 (7)	20,767
New Interest - RDA	0	0	40,700 (7)	40,700
<b>TOTAL PRINCIPAL &amp; INTEREST</b>	<b>\$374,611</b>	<b>(\$45,866)</b>	<b>\$61,467</b>	<b>\$390,212</b>
<b>TOTAL EXPENSES</b>	<b>\$2,121,292</b>	<b>(\$45,866)</b>	<b>\$62,553</b>	<b>\$2,137,979</b>
<b>NET UTILITY OPERATING INCOME</b>	<b>-\$169,566</b>	<b>\$232,411</b>	<b>(\$59,229)</b>	<b>\$3,616</b>

**NOTES:**

- (1) PROJECT 18 RATE INCREASE ON EXISTING CUSTOMERS OF 9.95%
- (2) ADJUSTMENT BASED ON LOAN AMORTIZATION SCHEDULES FOR FIRST FULL YEAR OF OPERATION
- (3) REVENUE FROM NEW CUSTOMERS
- (4) METER READING LABOR & OVERHEAD SAVINGS DUE TO AMR
- (5) INCREASE IN EXPENSE BASED ON IMPROVEMENTS TO SERVE NEW CUSTOMERS
- (6) DEPRECIATION FOR WATER LINE IMPROVEMENTS (50 YR) & AMR SYSTEM (20 YR)
- (7) PRINCIPAL & INTEREST PAYMENT FOR PROJECT BASED ON TERMS OF LOAN SECURITY AGREEMENT
- (8) INCLUDES CHARGES FOR WATER WITHDRAWAL FROM THE ROCHESTER DAM REGIONAL WATER COMMISSION

ANALYSIS OF ACTUAL WATER USAGE AND  
FORECAST OF WATER USAGE INCOME  
(INCLUDES 9.95% RATE INCREASE AS PROPOSED)

5.8" METERS:

USAGE MON	AVG	RESIDENTIAL				COMMERCIAL			
		AVG BILL	NO. BILLS	USAGE	INCOME	NO. BILLS	USAGE	INCOME	
0 TC	2,000	992	20.38	17.275	17,136.800	\$352.065	2,159	2,141.728	\$44,000
2 TC	3,000	2,508	23.38	9,529	23,898.732	222.788	199	499.092	4,653
3 TC	4,000	3,491	29.18	8,774	30,630.034	256.025	154	537.614	4,494
4 TC	5,000	4,471	34.96	6,280	28,077.880	219.549	130	581.230	4,545
5 TC	6,000	5,471	40.86	4,085	22,349.035	166.913	92	503.332	3,759
6 TC	7,000	6,474	46.46	2,264	14,657.135	105.185	77	498.498	3,577
7 TC	8,000	7,472	51.69	1,559	11,648.848	80.585	66	493.152	3,412
9 TC	9,000	8,476	56.95	1,027	8,704.852	58.488	50	423.800	2,848
9 TC	10,000	9,478	62.20	769	7,286.582	47.832	38	360.164	2,354
10 TC	11,000	10,471	67.41	490	5,026.080	32.357	30	314.130	2,022
11 TC	12,000	11,507	72.64	393	4,522.251	28.626	21	241.647	1,530
12 TC	14,000	12,960	80.45	497	6,311.520	39.179	37	479.520	2,977
14 TC	16,000	14,959	90.93	335	5,011.265	30.462	17	254.303	1,546
16 TC	18,000	16,927	101.24	206	3,486.962	20.855	26	440.102	2,632
18 TC	20,000	18,956	111.87	134	2,540.104	14.991	16	303.296	1,790
20 TC	25,000	22,324	129.52	185	4,152.264	24.091	31	692.044	4,015
25 TC	30,000	27,331	155.75	92	2,514.452	14.329	17	464.627	2,648
30 TC	40,000	33,981	190.60	101	3,432.081	19.251	16	543.696	3,050
40 TC	50,000	43,946	242.82	34	1,494.164	8.255	9	395.514	2,185
50 TC	75,000	59,255	316.28	33	1,955.415	10.437	12	711.050	3,795
75 TC	100,000	85,527	439.28	13	1,124.851	5.711	11	951.797	4,832
100 TC	150,000	117,424	565.55	15	1,761.360	8.483	19	2,231.056	10,745
150 TC	200,000	154,910	706.50	2	309.820	1.413	1	154.910	707
200 TC	300,000	241,765	1033.08	2	483.530	2.066	0	0	0
300 TC	400,000	0	0.00	0	0	0	0	0	0
400 TC	500,000	0	0.00	0	0	0	0	0	0
500 TC	ABOVE	0	0.00	0	0	0	0	0	0
SUBTOTALS				54,075	208,516.018	\$1,769.937	3,228	14,216.312	\$118,125
AVG. RATE					\$9.48				
AVG. USAGE					3.856			4.404	

1" METERS:

USAGE MON	AVG	RESIDENTIAL				COMMERCIAL			
		AVG BILL	NO. BILLS	USAGE	INCOME	NO. BILLS	USAGE	INCOME	
0 TC	5,000	2,388	38.68	144	343.872	5,570	146	348.648	5,647
5 TC	6,000	5,431	41.22	28	152.068	1,154	19	103.189	793
6 TC	7,000	6,450	46.94	21	135.450	986	12	77.400	563
7 TC	8,000	7,536	52.63	21	158.256	1,105	6	45.216	316
9 TC	9,000	8,411	57.21	14	117.754	801	7	58.877	400
9 TC	10,000	9,536	63.11	10	95.360	631	6	57.216	379
10 TC	11,000	10,605	68.71	7	74.235	481	8	64.840	550
11 TC	12,000	11,469	73.24	9	103.221	659	6	68.814	439
12 TC	14,000	13,039	81.46	10	130.390	815	15	195.585	1,222
14 TC	16,000	14,923	91.34	9	134.307	822	14	208.922	1,279
16 TC	18,000	17,062	102.54	10	170.620	1,025	10	170.620	1,025
18 TC	20,000	19,258	114.05	5	96.290	570	3	57.774	342
20 TC	25,000	21,825	127.50	21	458.325	2,678	20	436.500	2,550
25 TC	30,000	26,846	153.81	12	322.152	1,846	9	241.614	1,384
30 TC	40,000	34,258	192.65	8	274.064	1,541	13	445.354	2,504
40 TC	50,000	45,620	252.19	6	273.720	1,513	18	821.160	4,539
50 TC	75,000	60,729	323.53	9	545.561	2,912	15	910.935	4,653
75 TC	100,000	87,656	444.97	6	525.936	2,670	10	876.560	4,450
100 TC	150,000	118,918	553.47	7	832.426	3,974	15	1,783.770	8,302
150 TC	200,000	183,074	794.70	5	915.370	3,974	6	1,098.444	4,768
200 TC	300,000	247,777	1037.98	5	1,238.885	5,190	5	1,238.885	5,190
300 TC	400,000	305.360	1254.49	0	0	0	1	305.360	1,254
400 TC	500,000	0	0.00	0	0	0	0	0	0
500 TC	ABOVE	0	0.00	0	0	0	0	0	0
SUBTOTALS				357	7,099.262	\$40,917	354	9,635.692	\$52,739



Final Engineering Report  
Project 18

1 1/2" METERS:

<u>USAGE/MON</u>	<u>AVG</u>	<u>RESIDENTIAL</u>			<u>COMMERCIAL</u>				
		<u>AVG BILL</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	
0 TC	10.000	5.629	69.11	0	0	0	14	79.808	968
10 TC	11.000	10.300	70.68	0	0	0	1	13.300	71
11 TC	12.000	0	0.00	0	0	0	0	0	0
12 TC	14.000	12.733	83.43	0	0	0	3	38.199	250
14 TC	16.000	15.600	98.45	0	0	0	1	15.600	98
16 TC	18.000	17.100	106.31	0	0	0	1	17.100	136
19 TC	20.000	19.800	120.46	0	0	0	1	19.800	120
20 TC	25.000	22.150	132.78	0	0	0	2	44.300	266
25 TC	30.000	28.400	165.53	0	0	0	1	28.400	166
30 TC	40.000	33.900	194.35	0	0	0	1	33.900	194
40 TC	50.000	0	0.00	0	0	0	0	0	0
50 TC	75.000	71.900	377.48	0	0	0	2	143.800	755
75 TC	100.000	83.750	430.92	0	0	0	2	167.500	852
100 TC	150.000	0	0.00	0	0	0	0	0	0
150 TC	200.000	166.940	755.90	0	0	0	5	834.700	3,780
200 TC	300.000	217.733	946.89	0	0	0	3	653.199	2,841
300 TC	400.000	0	0.00	0	0	0	0	0	0
400 TC	500.000	428.500	1739.37	0	0	0	1	428.500	1,739
500 TC	ABOVE	0	0.00	0	0	0	0	0	0
SJBTOTALS				0	0	\$0	38	2,514.106	\$12,216

2" METERS:

<u>USAGE/MON</u>	<u>AVG</u>	<u>RESIDENTIAL</u>			<u>COMMERCIAL</u>				
		<u>AVG BILL</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	
0 TC	16.000	2.669	101.44	0	0	0	28	75.292	2,840
16 TC	18.000	17.200	107.73	0	0	0	1	17.200	108
19 TC	20.000	0	0.00	0	0	0	0	0	0
20 TC	25.000	20.100	122.92	0	0	0	1	20.100	123
25 TC	30.000	0	0.00	0	0	0	0	0	0
30 TC	40.000	33.225	191.70	0	0	0	4	132.900	767
40 TC	50.000	44.863	252.68	0	0	0	8	358.904	2,021
50 TC	75.000	60.491	326.91	0	0	0	11	655.401	3,596
75 TC	100.000	88.630	453.82	0	0	0	20	1,772.600	9,076
100 TC	150.000	107.200	532.17	0	0	0	6	643.200	3,193
150 TC	200.000	0	0.00	0	0	0	0	0	0
200 TC	300.000	214.400	935.24	0	0	0	2	429.800	1,670
300 TC	400.000	370.650	1522.74	0	0	0	2	741.300	3,045
400 TC	500.000	421.300	1713.19	0	0	0	3	1,263.900	5,140
500 TC	750.000	504.900	2027.52	0	0	0	1	504.900	2,028
750 TC	1.0 M	764.800	3004.75	0	0	0	1	764.800	3,005
1.0 TC	1.5 M	0	0.00	0	0	0	0	0	0
1.5 TC	ABOVE	0	0.00	0	0	0	0	0	0
SJBTOTALS				0	0	\$0	88	7,389.297	\$36,612

3" METERS:

<u>USAGE/MON</u>	<u>AVG</u>	<u>RESIDENTIAL</u>			<u>COMMERCIAL</u>				
		<u>AVG BILL</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	
0 TC	25.000	0	164.67	0	0	0	0	0	0
25 TC	40.000	0	0.00	0	0	0	0	0	0
40 TC	50.000	0	0.00	0	0	0	0	0	0
50 TC	75.000	0	0.00	0	0	0	0	0	0
75 TC	100.000	0	0.00	0	0	0	0	0	0
100 TC	150.000	0	0.00	0	0	0	0	0	0
150 TC	200.000	0	0.00	0	0	0	0	0	0
200 TC	300.000	0	0.00	0	0	0	0	0	0
300 TC	400.000	0	0.00	0	0	0	0	0	0
400 TC	500.000	0	0.00	0	0	0	0	0	0
500 TC	750.000	0	0.00	0	0	0	0	0	0
750 TC	1.0 M	0	0.00	0	0	0	0	0	0
1.0 TC	1.5 M	0	0.00	0	0	0	0	0	0
1.5 TC	ABOVE	0	0.00	0	0	0	0	0	0
SJBTOTALS				0	0	\$0	0	0	\$0



Final Engineering Report  
Project 18

4" METERS:

<u>USAGE/MON</u>	<u>AVG</u>	<u>AVG BILL</u>	<u>NO. BILLS</u>	<u>RESIDENTIAL</u>			<u>COMMERCIAL</u>		
				<u>USAGE</u>	<u>INCOME</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	
0 TO 30.000	1.140	227.81	0	0	0	15	17.100	3.417	
30 TO 50.000	44.825	305.49	0	0	0	4	179.300	1.222	
50 TO 75.000	55.417	357.04	0	0	0	6	332.502	2.142	
75 TO 100.000	0	0.00	0	0	0	0	0	0	
100 TO 150.000	0	0.00	0	0	0	0	0	0	
150 TO 200.000	0	0.00	0	0	0	0	0	0	
200 TO 300.000	0	0.00	0	0	0	0	0	0	
300 TO 400.000	0	0.00	0	0	0	0	0	0	
400 TO 500.000	0	0.00	0	0	0	0	0	0	
500 TO 750.000	0	0.00	0	0	0	0	0	0	
750 TO 1.0 M	0	0.00	0	0	0	0	0	0	
1.0 TO 1.5 M	0	0.00	0	0	0	0	0	0	
1.5 TO ABOVE	0	0.00	0	0	0	0	0	0	
SUBTOTALS			0	0	\$0	25	528.902	\$6.781	

6" METERS:

<u>USAGE/MON</u>	<u>AVG</u>	<u>AVG BILL</u>	<u>NO. BILLS</u>	<u>RESIDENTIAL</u>			<u>COMMERCIAL</u>		
				<u>USAGE</u>	<u>INCOME</u>	<u>NO. BILLS</u>	<u>USAGE</u>	<u>INCOME</u>	
0 TO 60.000	11.854	397.91	0	0	0	62	734.948	24.670	
60 TO 75.000	70.920	447.16	0	0	0	1	70.920	447	
75 TO 100.000	95.250	556.69	0	0	0	2	190.500	1.114	
100 TO 150.000	116.059	638.69	0	0	0	7	812.413	4.471	
150 TO 200.000	185.000	897.91	0	0	0	1	185.000	898	
200 TO 300.000	217.400	1019.73	0	0	0	1	217.400	1,020	
300 TO 400.000	0	0.00	0	0	0	0	0	0	
400 TO 500.000	0	0.00	0	0	0	0	0	0	
500 TO 750.000	0	0.00	0	0	0	0	0	0	
750 TO 1.0 M	0	0.00	0	0	0	0	0	0	
1.0 TO 1.5 M	0	0.00	0	0	0	0	0	0	
1.5 TO 2.0 M	0	0.00	0	0	0	0	0	0	
2.0 TO 2.5 M	0	0.00	0	0	0	0	0	0	
2.5 TO 3.0 M	0	0.00	0	0	0	0	0	0	
3.0 TO 4.0 M	0	0.00	0	0	0	0	0	0	
4.0 TO 5.0 M	0	0.00	0	0	0	0	0	0	
5.0 TO ABOVE	0	0.00	0	0	0	0	0	0	
SUBTOTALS			0	0	\$0	74	2,211.191	\$32,620	

TOTALS  
 TOTAL CUSTOMERS 54,442  
 AVG. CONSUMPTION PER MONTH 4,537

ANNUAL WATER SOLD 215,617,280  
 ANNUAL WATER PURCH. OR PROD 271,448,324  
 ANNUAL REVENUE \$1,810,754

TOTAL ANNUAL WATER SOLD 252,112,761  
 TOTAL ANNUAL WATER PURCH. OR PROD. 317,393,794  
 TOTAL ANNUAL REVENUE \$2,070,048

NEW CUSTOMER WATER USAGE

5-8 X 3-4 INCH METER

MONTHLY WATER USAGE	Average	Average Bill	No. of Users	Residential		Non-Residential			
				Farmer Usage	Income	Commercial Usage	Income		
0 - 2,000 Gal.	992	20.38	3	35.712	\$734	0	0	\$0	
2,000 - 3,000 Gal.	2.508	23.38	2	60.192	561	0	0	0	
3,000 - 4,000 Gal.	3.491	29.18	2	83.784	700	0	0	0	
4,000 - 5,000 Gal.	4.471	34.96	2	107.304	839	0	0	0	
5,000 - 6,000 Gal.	5.471	40.86	1	65.652	490	0	0	0	
6,000 - 7,000 Gal.	0	0.00	0	0	0	0	0	0	
7,000 - 8,000 Gal.	0	0.00	0	0	0	0	0	0	
8,000 - 9,000 Gal.	0	0.00	0	0	0	0	0	0	
9,000 - 10,000 Gal.	0	0.00	0	0	0	0	0	0	
10,000 - 11,000 Gal.	0	0.00	0	0	0	0	0	0	
11,000 - 12,000 Gal.	0	0.00	0	0	0	0	0	0	
12,000 - 14,000 Gal.	0	0.00	0	0	0	0	0	0	
14,000 - 16,000 Gal.	0	0.00	0	0	0	0	0	0	
16,000 - 18,000 Gal.	0	0.00	0	0	0	0	0	0	
18,000 - 20,000 Gal.	0	0.00	0	0	0	0	0	0	
20,000 - 25,000 Gal.	0	0.00	0	0	0	0	0	0	
25,000 - 30,000 Gal.	0	0.00	0	0	0	0	0	0	
30,000 - 40,000 Gal.	0	0.00	0	0	0	0	0	0	
40,000 - 50,000 Gal.	0	0.00	0	0	0	0	0	0	
50,000 - 75,000 Gal.	0	0.00	0	0	0	0	0	0	
75,000 - 100,000 Gal.	0	0.00	0	0	0	0	0	0	
100,000 & ABOVE Gal.	0	0.00	0	0	0	0	0	0	
ANNUAL TOTALS			10	352.644	\$3.324	0	0	\$0	
AVG. RATE		\$9.43							
AVG. USAGE			2.939						
ANNUAL WATER PURCH. AND PROD.				444.000					



## Appendix A

### Tabulation of Bids



## BID SUMMARY

### WATER SYSTEM ADDITIONS - PROJECT 18 WATER LINE EXTENSIONS & AMR SYSTEM INSTALLATION

#### WATER LINE EXTENSIONS:

1 Bobby Luttrell and Sons:	\$306,979.10
2 Salmon Construction:	\$332,766.00
3 Dewese Construction:	\$513,242.60
4 Cumberland Pipeline:	\$551,265.60

#### AMR SYSTEM MATERIAL:

1 United Systems:	\$575,350.00
2 NECO:	\$2,230,501.00
3 Zenner:	\$3,103,852.60
4 Consolidated Pipe:	Non-responsive

#### ENCODER REGISTERS:

1 CI Thornburg (Sensus):	\$158,382.00 *
2 Badger Meter:	\$146,753.74 *

#### PLASTIC METER PIT LIDS:

1 Buckeye State Pipe:	\$78,675.00
2 Trumbull Industries:	\$82,156.00
3 Core and Main:	\$102,451.20

#### AMR SYSTEM INSTALLATION:

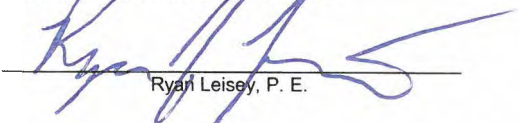
1 Concord Utility Service:	\$151,875.00
2 Neptune Equipment Company:	\$339,750.00

\* Both bids will be accepted due to the split between existing Badger and Sensus meters throughout the water system.

**TABULATION OF BIDS  
WATER SYSTEM ADDITIONS - PROJECT 18  
BUTLER COUNTY WATER SYSTEM  
DECEMBER 12, 2017**

ITEM NO.	BASE BID		Bobby Luttrell and Sons, LLC Dundee, Ky		Salmon Construction, Inc. Mt Washington, Ky		DeWeese Construction, Inc. Bowling Green, Ky		Cumberland Pipeline, LLC Russell Springs, Ky		
	DESCRIPTION	QTY.	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1.	6"x4" Tap Sleeve & Valve on PVC	3	EA	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00	\$2,336.63	\$7,009.89	\$1,725.00	\$5,175.00
2.	4"x 4" Tap Sleeve & Valve on PVC	2	EA	1,800.00	3,600.00	2,000.00	4,000.00	2,255.23	4,510.46	1,580.00	3,160.00
3.	4" Gate Valve	4	EA	650.00	2,600.00	850.00	3,400.00	762.30	3,049.20	590.00	2,360.00
4.	3" Gate Valve	1	EA	645.00	645.00	725.00	725.00	660.73	660.73	600.00	600.00
5.	4" Blowoff	5	EA	1,250.00	6,250.00	1,250.00	6,250.00	1,313.76	6,568.80	1,150.00	5,750.00
6.	4" Side Outlet Blowoff	1	EA	1,350.00	1,350.00	1,500.00	1,500.00	1,403.96	1,403.96	1,270.00	1,270.00
7.	Automatic Flushing Station	2	EA	1,850.00	3,700.00	1,200.00	2,400.00	1,417.16	2,834.32	3,695.00	7,390.00
8.	8" Stl. Casing By Bore w/ 4" PVC Carrier	122	LF	100.00	12,200.00	120.00	14,640.00	185.72	22,657.84	99.50	12,139.00
9.	8" Stl. Casing By Open Cut w/ 4" PVC Carrier	40	LF	75.00	3,000.00	100.00	4,000.00	31.72	1,268.80	82.00	3,280.00
10.	Ductile Iron Fittings	1,277	LB	4.00	5,108.00	2.00	2,554.00	5.01	6,397.77	2.50	3,192.50
11.	Crushed Stone	920	TN	20.00	18,400.00	20.00	18,400.00	24.57	22,604.40	18.00	16,560.00
12.	Concrete	18	CY	250.00	4,500.00	140.00	2,520.00	179.67	3,234.06	150.00	2,700.00
13.	Asphalt	5	TN	250.00	1,250.00	80.00	400.00	370.33	1,851.65	550.00	2,750.00
14.	1" PE Service Line by Open Cut	50	LF	10.00	500.00	5.00	250.00	16.36	818.00	20.50	1,025.00
15.	1" Service Line By Bore	150	LF	20.00	3,000.00	6.00	900.00	65.86	9,879.00	30.50	4,575.00
16.	3/4" PE Service Line	50	LF	10.00	500.00	5.00	250.00	16.17	808.50	15.30	765.00
17.	Reconnect Meters	3	EA	400.00	1,200.00	400.00	1,200.00	596.56	1,789.68	453.00	1,359.00
18.	5/8" Water Meter	3	EA	900.00	2,700.00	830.00	2,490.00	1,228.69	3,686.07	910.00	2,730.00
19.	5/8" Water Meter w/ PRV	7	EA	975.00	6,825.00	830.00	5,810.00	1,415.69	9,909.83	950.00	6,650.00
20.	4" Class 350 DIP Water Line w/ Rest. Jt.	280	LF	60.00	16,800.00	35.00	9,800.00	47.51	13,302.80	131.50	36,820.00
21.	4" Class 250 PVC Water Line	2,020	LF	10.00	20,200.00	10.20	20,604.00	13.68	27,633.60	19.00	38,380.00
22.	4" Class 200 PVC Water Line	20,018	LF	6.75	135,121.50	9.75	195,175.50	15.37	307,676.66	19.00	380,342.00
23.	3" Class 200 PVC Water Line	20	LF	6.50	130.00	20.00	400.00	16.21	324.20	19.00	380.00
24.	Silt Fence	400	LF	5.00	2,000.00	2.00	800.00	3.27	1,308.00	2.80	1,120.00
25.	RipRap Check Dam	10	TN	30.00	300.00	40.00	400.00	273.16	2,731.60	75.00	750.00
26.	Final Cleanup	22,318	LF	2.20	49,099.60	1.25	27,897.50	2.21	49,322.78	0.45	10,043.10
<b>TOTAL BASE BID</b>					<u>306,979.10</u>		<u>332,766.00</u>		<u>513,242.60</u>		<u>551,265.60</u>

I hereby certify that this is a true and accurate tabulation of bids as received December 12, 2017.

  
Ryan Leisey, P. E.

**AUTOMATED METER READING PROPOSALS**

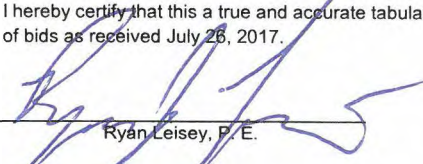
Butler County Water Sytem  
JULY 26, 2017

TABULATION OF PROPOSALS				United Systems Benton, Ky		NECO Cincinnati, Oh		Zenner Addison Tx		Consolidated Pipe Jeffersonville In.	
ITEM NO.	DESCRIPTION	QTYS.	UNITS	UNIT PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	UNIT PRICE	TOTAL
1.	Mobile Data Collection Device (Pilot Test 2017)	1	EA	\$13,995.00	\$13,995.00	\$6,945.00	\$6,945.00	\$5,500.00	\$5,500.00	\$12,635.00	\$12,635.00
2.	Handheld Data Collection Device (Pilot Test 2017)	1	EA	1,995.00	1,995.00	2,050.00	2,050.00	3,335.00	3,335.00	0.00	0.00
3.	Meter Interface Units - MIU'S (Pilot Test 2017)	300	EA	76.50	22,950.00	78.82	23,646.00	79.53	23,859.00	67.25	20,175.00
4.	Leak Sensor Units (Pilot Test 2017)	300	EA	60.00	18,000.00	768.88	230,664.00	996.00	298,800.00	No Bid	0.00
5.	Meter Reading Software & Support (Pilot Test 2017)	1	LS	3,780.00	3,780.00	0.00	0.00	2,500.00	2,500.00	1,176.00	1,176.00
6.	Leak Detection Software & Support (Pilot Test 2017)	1	LS	0.00	0.00	0.00	0.00	15,573.60	15,573.60	0.00	0.00
7.	Onsite Training (Pilot Test 2017 - Phase 2 2019/2020)	40	HR	175.00	7,000.00	37.50	1,500.00	150.00	6,000.00	0.00	0.00
8.	Misc. Hardware Required for a Completer sSystem	1	LS	0.00	0.00	3,180.00	3,180.00	0.00	0.00	0.00	0.00
9.	Misc. Software Required for a Complete System	1	LS	1,955.00	1,955.00	0.00	0.00	0.00	0.00	0.00	0.00
10.	Meter Interface Units - MIU'S (Phase 1 2018/2019)	2,250	EA	76.50	172,125.00	78.82	177,345.00	79.53	178,942.50	67.25	151,312.50
11.	Leak Sensor Units (Phase 1 2018/2019)	1,200	EA	60.00	72,000.00	657.77	789,324.00	996.00	1,195,200.00	No Bid	0.00
12.	Meter Interface Units - MIU's (Phase 2 2019/2020)	2,250	EA	76.50	172,125.00	81.26	182,835.00	79.53	178,942.50	68.97	155,182.50
13.	Leak Sensor Units (Phase 2 2019/2020)	1,200	EA	60.00	72,000.00	677.51	813,012.00	996.00	1,195,200.00	No Bid	0.00
14.	Through Lid Antennas (Pilot Test 2017 - Phase 2 2019/2020)	240	EA	45.00	10,800.00	0.00	0.00	0.00	0.00	5.82	1,396.80
15.	Travel ( 3 Trips @ \$350 ea & 5 per Diem @ \$275 ea)	1	LS	2,425.00	2,425.00	0.00	0.00	0.00	0.00	0.00	0.00
16.	Remote Services - Interfaces & Config (24hr @ \$175/hr)	1	LS	4,200.00	4,200.00	0.00	0.00	0.00	0.00	0.00	0.00
17.	Optional - Mesa 2 Geo handheld w/Gps (ea)	0	EA	1,999.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TOTAL BID:</b>					<u>575,350.00</u>		<u>2,230,501.00</u>		<u>3,103,852.60</u>	***	<u>341,877.80</u>

TABULATION OF PROPOSALS SCORING		United Systems Benton, Ky		NECO Cincinnati, Oh		Zenner Addison Tx		Consolidated Pipe Jeffersonville In.	
CRITERIA AND WEIGHTING		SCORE		SCORE		SCORE			
1.	Conformance (40%)	35.0		30.2		28.8			
2.	Experience (25%)	24.5		17.0		14.2			
3.	Cost (25%)	21.3		20.2		15.8			
4.	Warranty (10%)	6.3		5.7		4.3			
<b>TOTAL RFP SCORE:</b>		<u>87.1</u>		<u>73.1</u>		<u>63.1</u>			

\*\*\* Bid considered non-responsive due to failure to provide pricing for the leak sensor portions of the project.

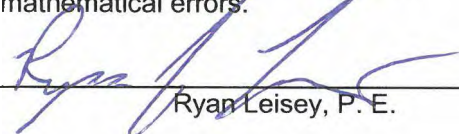
I hereby certify that this is a true and accurate tabulation of bids as received July 26, 2017.

  
Ryan Leisey, P. E.

**TABULATION OF BIDS  
HIGH RESOLUTION ENCODER WATER METER REGISTERS  
BUTLER COUNTY WATER SYSTEM  
DECEMBER 12, 2017**

BUTLER COUNTY WATER SYSTEM INC. (BCWS)				C. I. Thornburg Bowling Green, Ky		Badger Meter Milwaukee, Wi	
ITEM NO.	DESCRIPTION	QTYS.	UNITS	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Badger (HR-E) (Initial Purchase)	75	EA	\$0.00	\$0.00	\$60.35	\$4,526.25
2	Badger (HR-E LCD) (Initial Purchase)	75	EA	0.00	0.00	60.35	4,526.25
3	Sensus (Accustream) (Initial Purchase)	150	EA	65.00	9,750.00	0.00	0.00
4	Badger (HR-E) (2018)	562	EA	0.00	0.00	60.35	33,916.70
7	Badger (HR-E LCD) (2018)	562	EA	0.00	0.00	60.35	33,916.70
8	Sensus (Accustream) (2018)	1,126	EA	65.00	73,190.00	0.00	0.00
9	Badger (HR-E) (2019)	562	EA	0.00	0.00	62.16	34,933.92
10	Badger (HR-E LCD) (2019)	562	EA	0.00	0.00	62.16	34,933.92
11	Sensus (Accustream) (2019)	1,126	EA	67.00	75,442.00	0.00	0.00
<b>TOTAL BASE BID</b>					158,382.00		146,753.74

I hereby certify that this a true and accurate tabulation of bids as received December 12, 2017 with corrections for mathematical errors.

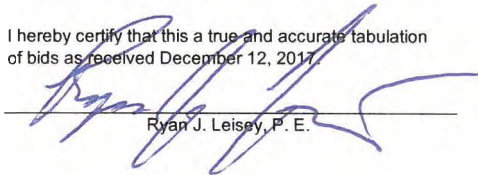
  
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Ryan Leisey, P. E.

TABULATION OF BIDS  
 PLASTIC METER PIT LIDS  
 BUTLER COUNTY WATER SYSTEM  
 DECEMBER 12, 2017

**BASE BID SCHEDULE**

BUTLER COUNTY WATER SYSTEM, INC. (BCWS)				Buckeye State Pipe Chillicothe, Oh		Trimbull Industries Youngstown, Oh		Core and Main LP Bowling Green, KY	
ITEM NO.	DESCRIPTION	QTYS.	UNIT	UNIT		UNIT		UNIT	
				PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL
1	Round Plastic Meter Pit Lids (Initial Purchase)	250	EA	17.50	\$4,375.00	\$16.20	\$4,050.00	\$23.19	\$5,797.50
2	Rectangular Plastic Meter Pit Lids (Initial Purchase)	50	EA	10.00	500.00	50.00	2,500.00	10.71	535.50
3	Round Plastic Meter Pit Lids (2018)	1,920	EA	17.50	33,600.00	16.20	31,104.00	23.19	44,524.80
4	Rectangular Plastic Meter Pit Lids (2018)	330	EA	10.00	3,300.00	20.30	6,699.00	10.71	3,534.30
7	Round Plastic Meter Pit Lids (2019)	1,920	EA	17.50	33,600.00	16.20	31,104.00	23.19	44,524.80
8	Rectangular Plastic Meter Pit Lids (2019)	330	EA	10.00	3,300.00	20.30	6,699.00	10.71	3,534.30
<b>TOTAL BASE BID</b>					<u>\$78,675.00</u>		<u>\$82,156.00</u>		<u>\$102,451.20</u>

I hereby certify that this a true and accurate tabulation of bids as received December 12, 2017.

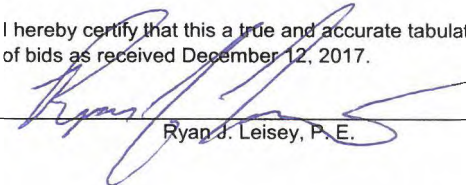
  
 Ryan J. Leisey, P. E.

TABULATION OF BIDS  
 AMR SYSTEM INSTALLATION  
 BUTLER COUNTY WATER SYSTEM  
 DECEMBER 12, 2017

**BASE BID SCHEDULE**

ITEM NO.	DESCRIPTION	QTYS.	UNIT	Concord Utility Service Murrieta, Ca		Neptune Equipment Co. Cincinnati, Oh	
1.	Installation of first 2,000 AMR System Units	2,000	EA	\$30.00	\$60,000.00	\$58.00	\$116,000.00
2.	Installation of first 1,000 leak detection devices	1,000	EA	7.50	7,500.00	35.00	35,000.00
3.	Installation of up to 2,500 additional AMR System Units	2,500	EA	30.00	75,000.00	58.00	145,000.00
4.	Installation of up to 1,250 additional leak detection devices	1,250.00	EA	7.50	9,375.00	35.00	43,750.00
<b>TOTAL BASE BID</b>					<u>\$151,875.00</u>		<u>\$339,750.00</u>

I hereby certify that this a true and accurate tabulation of bids as received December 12, 2017.

  
 Ryan J. Leisey, P. E.



## Appendix B

### Proposals of Low Bidders

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

**Butler County Water System, Inc., 523 U.S. 31W Bypass, Bowling Green, KY 42101.**

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
N/A	
1	12/8/17

verbally went over addendum on 12/8/17 R/L WCD

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance



- of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
  - G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  - H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
  - I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
  - J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base bid of the project shall be determined based on a summation of lump sum items in the following table:

**BASE BID SCHEDULE**

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
1	6"x4" Tap Sleeve & Valve on PVC	EA	2,000 <sup>00</sup>	3	6,000 <sup>00</sup>
2	4"x4" Tap Sleeve & Valve on PVC	EA	1,800 <sup>00</sup>	2	3,600 <sup>00</sup>
3	4" Gate Valve	EA	650 <sup>00</sup>	4	2,600 <sup>00</sup>
4	3" Gate Valve	EA	645 <sup>00</sup>	1	645 <sup>00</sup>
5	4" Blowoff	EA	1,250 <sup>00</sup>	5	6,250 <sup>00</sup>
6	4" Side Outlet Blowoff	EA	1,350 <sup>00</sup>	1	1,350 <sup>00</sup>
7	Automatic Flushing Station	EA	1,850 <sup>00</sup>	2	3,700 <sup>00</sup>
8	8" Stl. Casing by Bore w/ 4" PVC Carrier	LF	100 <sup>00</sup>	122	12,200 <sup>00</sup>
9	8" Stl Casing By Open Cut w/ 4" PVC Carrier	LF	75 <sup>00</sup>	40	3,000 <sup>00</sup>
10	Ductile Iron Fittings	LB	4 <sup>00</sup>	1,277	5,108 <sup>00</sup>
11	Crushed Stone	TN	20 <sup>00</sup>	920	18,400 <sup>00</sup>
12	Concrete	CY	250 <sup>00</sup>	18	4,500 <sup>00</sup>
13	Asphalt	TN	250 <sup>00</sup>	5	1,250 <sup>00</sup>
14	1" PE Service Line by Open Cut	LF	10 <sup>00</sup>	50	500 <sup>00</sup>
15	1" PE Service Line by Bore	LF	20 <sup>00</sup>	150	3,000 <sup>00</sup>
16	¾" PE Service Line	LF	10 <sup>00</sup>	50	500 <sup>00</sup>
17	Reconnect Meters	EA	400. <sup>00</sup>	3	1,200 <sup>00</sup>
18	5/8" Water Meter	EA	900 <sup>00</sup>	3	2,700 <sup>00</sup>
19	5/8" Water Meter w/ PRV	EA	975 <sup>00</sup>	7	6,825 <sup>00</sup>
20	4" Class 350 DIP Water Line w/ Rest. Jt.	LF	60 <sup>00</sup>	280	16,800 <sup>00</sup>
21	4" Class 250 PVC Water Line	LF	100 <sup>00</sup>	2,020	20,200 <sup>00</sup>

**BASE BID SCHEDULE (CONTINUED)**

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
22	4" Class 200 PVC Water Line	LF	<u>6.75</u>	20,018	<u>135,121.50</u>
23	3" Class 200 PVC Water Line	LF	<u>6.50</u>	20	<u>130.00</u>
24	Silt fence	LF	<u>5.00</u>	400	<u>2,000.00</u>
25	Rip Rap Check Dam	T	<u>30.00</u>	10	<u>300.00</u>
26	Final Cleanup	LF	<u>2.20</u>	22,318	<u>49,099.60</u>

**TOTAL BASE BID** 306,979.10

Three Hundred Six Thousand, Nine Hundred Seventy-nine dollars  
and 10/cents

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.:
  - G. Required Bidder Qualification Statement with supporting data; and
  - H. If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;
  - I. If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);
  - J. If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Bobby Luttrell and Sons, LLC

By: *[Signature]* x Blaine Luttrell

*[Printed name]* Blaine Luttrell

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: *[Signature]* Shelley Poolin

*[Printed name]* Shelley Poolin

Title: Secretary

Submittal Date: December 8, 2017

Address for giving notices:

190 Bank Circle Drive  
Dundee, Kentucky 42338

Telephone Number: 270-276-9439

Fax Number: 270-276-9439

Contact Name and e-mail address: Brett Morpheu - Project Manager  
Brett.Morpheu@LuttrellAndSons.com

Bidder's License No.: —  
*(where applicable)*

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

B 1194401

## BID BOND

### KNOW ALL MEN BY THESE PRESENTS:

That **Bobby Luttrell & Sons, LLC**

190 Bank Circle Drive Dundee, KY 42338

(hereinafter called the Principal)

as Principal, and the **SELECTIVE INSURANCE COMPANY OF AMERICA**, a corporation created and existing under the laws of the State of New Jersey, with its principal office in Branchville, New Jersey (hereinafter called the Surety), as Surety,

are held and firmly bound unto **Butler County Water Systems**  
1118 South Main St, Suite 1 Morgantown, KY 42261

(hereinafter called the Obligee)

in the full and just sum of **5 % Percent of the Total Bid Amount**

( **5%** ), good and lawful money of the United States of America, to the payments of which sum of money well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this **12th** day of **December** A.D. **2017**.

**THE CONDITION OF THIS OBLIGATION IS SUCH**, That, if the Obligee shall make any award within 60 days to the Principal for

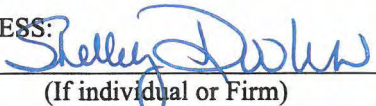
### **Water System Additions**

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

In Testimony Whereof, the Principal and Surety have caused these presents to be duly signed and sealed.

**Bobby Luttrell & Sons, LLC**

WITNESS:

  
(If individual or Firm)

\_\_\_\_\_  
(SEAL)

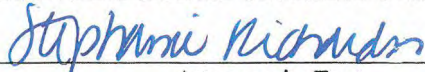
  
(SEAL)

MEMBER  
Principal

ATTEST:

\_\_\_\_\_  
(If Corporation)

SELECTIVE INSURANCE COMPANY OF AMERICA

By:   
Attorney-in-Fact  
Stephanie Richardson



Selective Insurance Company of America
40 Wantage Avenue
Branchville, New Jersey 07890
973-948-3000
BondNo.B 1194401

POWER OF ATTORNEY

Public Bid

SELECTIVE INSURANCE COMPANY OF AMERICA, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint Stephanie Richardson

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: Two Hundred Thousand Dollars (\$200,000.00)

Signed this 12th day of December, 2017

SELECTIVE INSURANCE COMPANY OF AMERICA

By: Brian C. Sarisky
Its SVP, Strategic Business Units, Commercial Lines



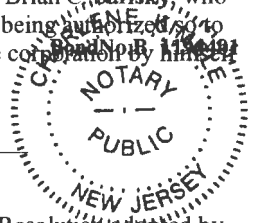
CERTIFIED COPY

STATE OF NEW JERSEY :
:ss. Branchville
COUNTY OF SUSSEX :

On this 12th day of December, 2017 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

Charlene Kimble
Notary Public of New Jersey
My Commission Expires 6/2/2021

Charlene Kimble
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

CERTIFICATION

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution are true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 12th day of December, 2017

Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000. B91 (4-14)

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Bobby Luttrell and Sons, LLC  
Organization Name

Butler County Water System  
Water System Additions  
Project 18  
PR/Award Number or Project Name

Blaine Luttrell, member  
Name(s) and Title(s) of Authorized Representative(s)

Blaine Luttrell  
Signature(s)

12/12/2017  
Date



COMPLIANCE STATEMENT

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

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

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

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

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

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

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

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

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

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

DATE 12/12/2017

Blaine Luttrell  
(Signature of Bidder or Prospective Contractor)

190 Bank Circle Drive Dundee, Ky 42338  
Address (including zip Code)

Blaine Luttrell, member

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

Blaine Luttrell  
(name)

12/12/2017  
(date)

Blaine Luttrell, member  
(title)

o0o



## United Systems/Itron's AMR WLM Proposal Response

for

Butler County Water System Inc.

And

Warren County Water District

July 26, 2017



## United Systems/Itron's Table of Contents

Section 1	Transmittal Letter
Section 2	Executive Summary
Section 3	Vendor Qualifications & Insurance
Section 4	Proposed Solution
Section 5	Project Implementation
Section 6	On-Going Products Support and Maintenance Programs
Section 7	On-Going Training Programs
Section 8	Legal Documents
Section 9	Exceptions to the RFP
Section 10	Lawsuits
Section 11	Pricing Schedules
Section 12	Brochures & Guides
Section 13	RFP Addendums & Forms



**1.0 Transmittal Letter**

July 26, 2017

Mr. Jeff Peeples  
Manager of Finance & Administration  
Warren County Water District  
523 US Highway 31W Bypass  
PO Box 10180  
Bowling Green, KY 42102

RE: BCWS & WCWD AMR WLM RFP

Dear Mr. Peeples,

In response to your Automated Meter Reading (AMR) System Request for Proposal (RFP) for Butler County Water System Inc (BCWS) and Warren County Water District (WCWD), we are corresponding to communicate that United Systems has thoroughly reviewed the RFP and we believe the Itron technology and our expertise in deploying Itron AMR systems including Acoustic Leak Sensors will be the most suitable solution. The Itron AMR system meets the requirements of the RFP with no major exceptions or "deal breakers". We have outlined a few items of clarification and our assumptions related to the RFP in Section 9 Exceptions to the RFP Requirements.

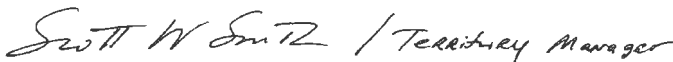
Scott W Smith- KY Territory Manager for United Systems & Software (USS), has reviewed the RFP and put together our response including the supplied pricing schedules. USS is the only authorized Direct Distributor of Itron products in the state of KY. USS has been a direct distributor of Itron products since 1999 and we now cover a 13-state territory for Itron. USS has in-house Itron Certified technicians located at our Benton, KY office.

Our proposal is valid for 120 days from the July 26, 2017 submittal date. The multi-year pricing outlined in the supplied pricing schedules includes a pricing escalator that goes into effect for orders placed after 12/31/2020.

Thank you for the opportunity to serve your AMR & leak detection needs. We will be happy to discuss any questions related to our proposal. If questions arise, please do not hesitate to contact Scott Smith via the methods listed below.

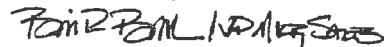
Sincerely,

**RFP Contact:** Scott W Smith



KY Territory Manager  
United Systems & Software, Inc.  
O: 800-455-3293 ~ C: 270-703-0697  
F: 270-527-3132  
E: [scotts@united-systems.com](mailto:scotts@united-systems.com)

**Authorized Corporate Contact:** Brian R Boyd



VP Marketing Sales  
United Systems & Software, Inc.  
O: 800-455-3293 ~ C: 270-703-0696  
E: [brianb@united-systems.com](mailto:brianb@united-systems.com)



## 2.0 Executive Summary

United Systems & Software, Inc (USS) founded in Benton KY in 1977, has been a direct distributor of Itron products since 1999. USS is the only authorized Direct Distributor of Itron products in the state of KY. Itron is a world leader in Water, Gas & Electric radio reading systems including mobile & fixed network solutions. Itron is based in Libery Lake WA and their products are made in the USA. The Itron 100W radio modules are manufactured in Waseca MN.

Itron's Water solution offers integrated Itron acoustic leak sensors for distribution side leak detection. The Itron leak sensors are permanently installed to provide ongoing system wide leak analysis. Itron's radio modules are meter agnostic and thus work with virtually every major meter manufacturer on the market. The Itron 100W radio will auto-detect the meter register when connected to an encoder meter register. The Itron 100W radio module allows 40 days of daily usage to be collected while reading the meters for monthly billing.

We have proposed the Itron 100W 3-port Radio endpoint with Integrated Itron Acoustic Leak Sensors. Our proposal includes Itron Meter Reading Field Collection System (FCS) software, Itron hosted mlogonline Leak Sensor Analysis software, Itron Mobile Collectors for drive-by collection and Itron Bluetooth Radios compatible with iOS, Android & Windows 10 Pro devices for walk-by collection. We have included 40 hours of onsite services for project deployment and 24 hours of remote services for interfaces & configuration. Additional services, if needed, are available at stated standard USS rates.

We believe the Itron System is a perfect solution to meet the goals of this RFP. It will allow BCWS/WCWD a more efficient and cost effective method of collecting meter readings. It will decrease meter reading costs, increase billing accuracy, enhance customer service and reduce unaccounted for water loss. The Itron System can collect monthly billing reads, 40 days of daily consumption data for customer service and distribution side acoustic leak detection data via a drive-by method.

Thank you for the opportunity to serve your AMR & leak detection needs. We will be happy to discuss any questions related to our proposal. If questions arise, please do not hesitate to contact me via the methods listed below.

Sincerely,

Scott W Smith

*Scott W Smith / Territory Manager*

KY Territory Manager

United Systems & Software, Inc.

O: 800-455-3293 ~ C: 270-703-0697

E: [scotts@united-systems.com](mailto:scotts@united-systems.com)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/17/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Morgan Trevathan & Gunn, Inc. 106 East 12th St. P.O. Box 487 Benton KY 42025	CONTACT NAME: Sussann Lovett
	PHONE (A/C No, Ext): (270) 527-6200 FAX (A/C, No): (270) 527-9252 E-MAIL ADDRESS: sussannl@mtginsurance.com
INSURED United Systems & Software Inc  P O Box 547 Benton KY 42025	INSURER(S) AFFORDING COVERAGE
	INSURER A: Travelers
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER: 16 w/Professional REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZLP31M67069	10/4/2016	10/4/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employment Practices Liability \$ missing
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA5H246155	10/4/2016	10/4/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP-Basic \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			ZUP51M68560	10/4/2016	10/4/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB5H251896	10/4/2016	10/4/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Technology Errors & Omiss and Cyber Liability			ZPL21N80471	10/4/2016	10/4/2017	EACH OCCURRENCE 1,000,000 AGGREGATE 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b> (270) 526-5397  BUTLER COUNTY WATER SYSTEM 118 S MAIN ST #1 MORGANTOWN, KY 42261	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  Chris Gunn/SUSS

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## 9.0 Exceptions to the RFP Requirements

The proposed Itron AMR system meets the requirements of the RFP with no major exceptions or “deal breakers”. Itron’s Mobile MC3 SME and Handheld IMR systems will collect Reading & Data logging information from the Itron 100W radio endpoints and leak data from the integrated Itron Leak Sensors. However, we have listed a few items of clarification and our assumptions related to the RFP below.

### Section 3.1 Objectives:

**The Vendor shall be responsible for the software integration with BCWS\WCWD’s existing GIS, customer service, and billing software.**

We have included estimated services to assist with these items. USS will provide technical guidance to CIS vendor and test interface files for accuracy and proper functionality. If additional USS service hours are required, they will be billable at the standard hourly rate. We have not included any charges/fees the CIS vendor or other 3<sup>rd</sup> party vendors may charge for integration. These charges would be the responsibility of BCWS/WCWD.

### Section 3.3 Scope of Work:

**G. Integration... GIS meter data is located with sub-foot accuracy and includes a unique identifier which links GIS to accounts in the CIS Infinity database.**

The MC3 software can use the GIS meter data if the coordinates are included in the FCS download files created by CIS Infinity. This information would need to be included in the MTX record of the Itron FCS interface file.

### Section 4.1 Radio Frequency Meter Interface Units (MIU):

**H. The range will not be affected when the meter pit is flooded.**

We understand RF friendly lids or Itron Thru Lid Antenna’s will be used. If the MIU is installed properly, 1-3 inches below the meter lid, flooded pits will have a minimal effect on performance.

### Section 4.1 Radio Frequency Meter Interface Units (MIU):

**V. For ease of future expansion of the system, it is preferred the MIU have the capability to migrate from AMR to AMI without reprogramming or replacement.**

The Itron 100W endpoints (MIU’s) can be used in either AMR or AMI mode. To switch from AMR to AMI mode, the MC3 can be used in a drive-by fashion to reprogram desired AMI endpoints in mass.

### Section 4.3 Meter Reading Software (Host Software)

**A.4. Allow user to review and edit any account in the meter reading software database.**

Users can review all items but limited items may be edited, such as meter reading.

### Section 4.3 Meter Reading Software (Host Software)

**A.7 Allow the user to set up and save customer report formats.**

A copy of Crystal Reports Developer and one (1) license is included with the FCS Host Software. Users can create new reports or a modified copy of existing reports. Additional Crystal Reports licenses are available at \$595 each.

### Section 4.3 Meter Reading Software (Host Software)

**B.7 Zero Consumption- Number of consecutive days with no consumption detected by the MIU.**

FCS Endpoint Tamper report will list Active accounts with 0 usage for the reading period. It also includes Use on Inactive and High/Low Audit failures.

### Section 4.3 Meter Reading Software (Host Software)

**B.16 Continuous Leak- The number of days a continuous leak was detected.**

FCS report will list MIU’s with continuous hourly usage for a period of 7 days or more.



Corporate: P.O. Box 547 | 205 Ash Street | Benton, Kentucky 42025  
Phone: 270.703.0697 | 800.455.3293 | FAX: 270.527.3132  
[www.united-systems.com](http://www.united-systems.com)

## **10.0 Lawsuits**

United Systems & Software does not have any pending or past investigations or judgements in the last five (5) years.

Itron is subject to various lawsuits in the ordinary course of its business, none of which are material to its ability to perform the obligations contemplated here. Judgments are publicly available on Itron's 10-K, accessible on its web site.

ATTACHMENT A  
**PRICING SCHEDULE**  
 AUTOMATED METER READING (AMR) SYSTEM

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


**BUTLER COUNTY WATER SYSTEM INC. (BCWS)**

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
1	Mobile Data Collection Device (Pilot Test 2017) <u>(MC3SLA)</u>	EA	<u>\$ 13,995.00</u>	1	<u>\$ 13,995.00</u>
2	Handheld Data Collection Device (Pilot Test 2017) <u>(IMR)</u>	EA	<u>\$ 1,995.00</u>	1	<u>\$ 1,995.00</u>
3	Meter Interface Units - MIU'S (Pilot Test 2017)	EA	<u>\$ 76.50</u>	300	<u>\$ 22,950.00</u>
4	Leak Sensor Units (Pilot Test 2017)	EA	<u>\$ 60.00</u>	300	<u>\$ 18,000.00</u>
5	Meter Reading Software & Support (Pilot Test 2017) <u>(&lt;5k)</u>	LS	<u>\$ 3,780.00</u>	1	<u>\$ 3,780.00</u>
6	Leak Detection Software & Support (Pilot Test 2017) <u>(&lt;1k)</u>	LS	<u>\$ 0.00</u>	1	<u>\$ 0.00</u>
7	Onsite Training (Pilot Test 2017- Phase 2 2019/2020)	HR	<u>\$ 175.00</u>	40	<u>\$ 7,000.00</u>
8	Misc. Hardware Required for a Complete System	LS	<u>\$ 0.00</u>	1	<u>\$ 0.00</u>
9	Misc. Software Required for a Complete System <u>(IMA &lt;5k)</u>	LS	<u>\$ 1,955.00</u>	1	<u>\$ 1,955.00</u>
10	Meter Interface Units - MIU's (Phase 1 2018/2019)	EA	<u>\$ 76.50</u>	2,250	<u>\$ 172,125.00</u>
11	Leak Sensor Units (Phase 1 2018/2019)	EA	<u>\$ 60.00</u>	1,200	<u>\$ 72,000.00</u>
12	Meter Interface Units - MIU's (Phase 2 2019/2020)	EA	<u>\$ 76.50</u>	2,250	<u>\$ 172,125.00</u>
13	Leak Sensor Units (Phase 2 2019/2020)	EA	<u>\$ 60.00</u>	1,200	<u>\$ 72,000.00</u>
14	Through Lid Antennas (Pilot Test 2017- Phase 2 2019/2020)	EA	<u>\$ 45.00</u>	240	<u>\$ 10,800.00</u>
15	<u>Travel (3 trips @ \$350ea &amp; 5 per diems @ \$275 ea)</u>		<u>\$ 2,425.00</u>		<u>\$ 2,425.00</u>
16	<u>Remote Services- Interfaces &amp; Config (24hr @ \$175/hr)</u>		<u>\$ 4,200.00</u>		<u>\$ 4,200.00</u>
17	<u>Optional- Mesa 2 Geo handheld w/GPS (ea)</u>		<u>\$ 1,999.00</u>		<u>\$ 0.00</u>
<b>SUBTOTAL - BUTLER COUNTY WATER SYSTEM INC.</b>					<b><u>\$ 575,350.00</u></b>

## WARREN COUNTY WATER DISTRICT (WCWD)

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
14	Mobile Data Collection Device (Phase 1 2018/2019) <u>MC3SLA</u>	EA	\$ <u>13,995.00</u>	2	\$ <u>27,990.00</u>
15	Handheld Data Collection Device (Phase 1 2018/2019) <u>IMR</u>	EA	\$ <u>1,995.00</u>	2	\$ <u>3,990.00</u>
16	Meter Interface Units - MIU'S (Phase 1 2018/2019)	EA	\$ <u>76.50</u>	4,000	\$ <u>306,000.00</u>
17	Leak Sensor Units (Phase 1 2018/2019)	EA	\$ <u>60.00</u>	2,000	\$ <u>120,000.00</u>
18	Meter Interface Units - MIU'S (Phase 2 2019/2020)	EA	\$ <u>76.50</u>	4,000	\$ <u>306,000.00</u>
19	Leak Sensor Units (Phase 2 2019/2020)	EA	\$ <u>60.00</u>	2,000	\$ <u>120,000.00</u>
20	Meter Interface Units - MIU'S (Phase 3 2020/2021) <u>12/31/20</u>	EA	\$ <u>76.50</u>	7,500	\$ <u>573,750.00</u>
21	Leak Sensor Units (Phase 3 2020/2021) <u>orders by 12/31/20</u>	EA	\$ <u>60.00</u>	3,500	\$ <u>210,000.00</u>
22	Meter Interface Units - MIU'S (Phase 4 2021/2022)	EA	\$ <u>86.50</u>	8,000	\$ <u>692,000.00</u>
23	Leak Sensor Units (Phase 4 2021/2022)	EA	\$ <u>70.00</u>	2,000	\$ <u>140,000.00</u>
24	Meter Interface Units - MIU'S (Phase 5 2022/2023)	EA	\$ <u>86.50</u>	8,000	\$ <u>692,000.00</u>
25	Leak Sensor Units (Phase 5 2022/2023)	EA	\$ <u>70.00</u>	2,000	\$ <u>140,000.00</u>
14	Through Lid Antennas (Phase 1 2018 - Phase 5 2022/2023)	EA	\$ <u>45.00</u>	1,500	\$ <u>67,500.00</u>
15	<u>Optional Leak Sensor Bracket 1.5"-2"</u>	EA	\$ <u>19.95</u>		\$ <u>0.00</u>
16	<u>Optional- Mesa 2 Geo handheld w/GPS, 4G, Barcode</u>	EA	\$ <u>2,899.00</u>		\$ <u>0.00</u>
17	<u>Optional- Itron 100W Thru-lid install kit</u>	EA	\$ <u>3.00</u>		\$ <u>0.00</u>
<b>SUBTOTAL - WARREN COUNTY WATER DISTRICT</b>					<b><u>\$ 3,399,230.00</u></b>
<b>TOTAL PROPOSAL COST – AMR SYSTEM</b>					<b><u>\$ 3,974,580.00</u></b>

Respectfully submitted:

  
 \_\_\_\_\_  
 Signature  
TERRITORY MANAGER  
 \_\_\_\_\_  
 Title  
7/26/17  
 \_\_\_\_\_  
 Date  
 \_\_\_\_\_  
 License No. (If Applicable)

205 ASH ST  
 \_\_\_\_\_  
 Address  
BENTON, KY 42025  
 \_\_\_\_\_  
 City, State, Zip  
270-527-3293  
 \_\_\_\_\_  
 Phone Number  
270-527-3132  
 \_\_\_\_\_  
 Facsimile Number

SEAL - (if PROPOSAL is by a corporation)

ATTEST:  \_\_\_\_\_



### 11.0 Pricing Footnotes

- Bid Line Item 1: Mobile Collection RF Units and Sidelooker antennas include a 1 year warranty. A vehicle specific Laptop/tablet mount is required but not included with our pricing. Hardware Maintenance below is per unit.
- The Panasonic Toughbook CF-53 Laptop (non-touch screen) OR the Panasonic FZ-G1 Tablet (touch screen ) come with a 3 year warranty. Panasonic does not offer Annual Maintenance after the warranty period so all Laptop/Tablet hardware support will be handled under Panasonic Time and Material process.
- Bid Line Item 2: Handheld Data Collection Device: We have included an Itron Mobile Radio (IMR) which connects via Bluetooth and can be used with the MC3 FZ-G1 Windows 10 tablet or Optional Mesa 2 Windows 10 tablets for 100W endpoint programming, install verification & walk-by meter reading. The IMR can also be used with most existing iOS or Android devices for walk-by meter reading. Hardware Maintenance below is per unit.
- Itron 100W endpoint full warranty is consistent with the warranty terms in the Agreement for the first 10 years from date of shipment. For warranty claims in years 11 through 15, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 50 percent of its then-current list price for the replacement product. For warranty claims in years 16 through 20, Itron's sole obligation will be to provide Customer with a discount on replacement product equal to 25 percent of its then-current list price for the replacement product.
- Leak Sensor devices come with mounting hardware to attach to pipes up to 1" in size. Mounting hardware for pipe sizes of 1-1/2" and 2" is available upon request at \$19.95 each.
- Itron offers the following guidelines on Leak Sensor ratio based on pipe material:

<u>Pipe Material</u>	<u>Comments</u>	<u>Dist. Main Diameter</u>	<u>Leak Sensor Spacing</u>
Metal pipe	Where the service line is up to 2" in diameter and is up to 75' in length with the overall width of the parcel at 75'	up to 8"	1.4 Ratio
Metal pipe	Where the service line is up to 2" in diameter and is up to 125' in length with the overall parcel width up to 175'	up to 8"	1.3 Ratio
PVC pipe	Where the service line is up to 2" in diameter and is up to 125' in length with the overall parcel width up to 75'	up to 8"	1.2 Ratio
Asbestos cement pipe	Where the service line is up to 2" in diameter and is up to 125' in length with the overall parcel width up to 75'	up to 8"	1.2 Ratio

- The above information is provided as a guideline for the customer to use that is most cost effective. Itron can provide the utility with a complete leak sensor system design and propagation study at an additional fee.
- Bid line item # 5 Meter Reading Software & Support: includes an FCS license for up to 5,000 services and includes the first year software support of \$1,080. The Software support would be invoiced directly from Itron (not USS). FCS Software License includes one copy of Crystal Reports Developer. Additional copies can be purchased separately at \$595.00 each. As more Itron 100W radios are added to the system, the annual maintenance would increase based on the schedule below:

Quantity	Annual Maint.	
<5,000	\$ 1,080.	First year maintenance included in bid price.
5,000-10,000	\$ 1,200.	
10,001-25,000	\$ 1,800.	
25,001-50,000	\$ 2,100.	

- Bid line item # 6 Leak Detection Software & Support: includes Distribution Leak Detection software and first year hosting at Itron for up to 1,000 leak sensors (normally \$1,104). Annual hosting is based on leak sensor quantity:

Quantity	Annual Hosting
<1,000	\$ 1,104.
1,000-1,999	\$ 1,640.
2,000-2,999	\$ 2,380.
3,000-3,999	\$ 3,120.
4,000-4,999	\$ 3,860.
5,000-5,999	\$ 4,600.
6,000+	\$ Quote Required.

- Bid pricing does not include third party products needed for this system such as servers, PC's, Operating Systems, and Oracle or SQL Server database applications. Nor does it include any charges from existing CIS, GIS providers.

Continued on next page...



11. Bid line item #9 Misc Software Required for a Complete System: Itron Mobile Subscription Drive-By (IMA <5k) for up to 5,000 services is offered as an annual subscription at \$840 with a minimum five-year term. This line item also includes first year setup fees of \$1,115. As more Itron 100W radios are added to the system, the annual maintenance would increase based on the schedule below:

Quantity	Annual Maint.	
<5,000	\$ 840.	First year subscription included in bid price.
5,000-10,000	\$ 840.	
10,001-25,000	\$ 960.	
25,001-50,000	\$ 1,800.	

12. Taxes and freight are not included and will be billed at actual. Prices are in US dollars. Reduced 100W endpoint and Leak Sensor prices are valid on orders placed before December 31, 2020.

**Annual Maintenance & Software Subscriptions/Hosting**

Annual Maintenance & Subscriptions	Quantity	Unit Price	Ext. Price
13. FCS Software License, <5,000. First year included in bid pricing.	1	\$ 1,080.00	\$ 1,080.00
14. Itron Mobile Software Subscription < 5,000 First year included in bid pricing.	1	\$ 840.00	\$ 840.00
15. Itron Leak Detection Software hosting First year no charge <1,000. (TBD annually) See footnote #9 above.	1	\$ 1,104.00	\$ 0.00
16. Itron MC3 RF Unit Hardware Maint.	1	\$ 2,520.00	\$ 2,520.00
17. Itron MC3 Sidelooker Antenna Hardware Maint.	1	\$ 96.00	\$ 96.00
18. Itron Mobile Radio Hardware Maint.	1	\$ 144.00	\$ 144.00

**ADDENDUM NO. 1**

**Request for Proposal  
Automated Meter Reading (AMR) System  
Butler County Water System Inc.  
and  
Warren County Water District**

**July 19, 2017**

**To all Planholders and/or Prospective Proposers:**

The following changes, additions, clarifications, and/or deletions are hereby made a part of the Contract Documents for the procurement of Automated Meter Reading (AMR) System, as fully and completely as if the same were fully set forth therein. Proposers shall base their proposals accordingly:

**CONTRACT DOCUMENTS:**

1. **The Butler County Water System portion of the project will be substantially funded by an USDA-RD loan. Please complete the attached forms as part of the proposal package:**
  - A. Form RD 400-6
  - B. Form AD-1048

**GENERAL CLARIFICATIONS:**

**1. Acoustic Leak Detection System**

The acoustic leak detection portion of the system may be supplied by a different manufacturer than the automatic meter reading system.

**2. 20 Year Battery Warranty**

Provide a copy of the proposed warranty and terms as part of the proposal.



U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

United Systems + Software, INC.  
Organization Name

BCWS Automated Meter Reading (AMR) System  
PR/Award Number or Project Name

Scott W. Smith - TERRITORY MANAGER  
Name(s) and Title(s) of Authorized Representative(s)

Scott W. Smith  
Signature(s)

7/26/17  
Date



**COMPLIANCE STATEMENT**

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more; or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

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

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

---

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

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# The C.I. Thornburg Co., Inc.

P.O. Box 2163 • Huntington, WV 25722  
4034 Altizer Avenue • Huntington, WV 25705  
(304) 523-3484 • FAX (304) 523-0510

December 12, 2017

Jon M. Dix – General manager  
Warren County Water District  
523 U.S.Highway 31 Bypass  
PO Box 10180  
Bowling Green , KY 42102

Re: Automated Metering Infrastructure Project

Dear Mr. Dix,

Enclosed you will find the bid form and response from The C.I. Thornburg Co with its intent to respond and supply the listed materials enclosed in our proposal. We have reviewed all of the bid documents including addendum #1 on December 8,2017.

I have reviewed all the requirements and CITCO has two exceptions regarding the insurance requirements. At present the company does not maintain the required Professional Liability Insurance or Technology Errors and Omissions Insurance for material only supply bids. If awarded the material proposed in the bid we can obtain the insurance requirements dependent on the needs of Warren County Water District.

The Pricing Schedule has been reviewed and all pricing is confirmed and held for each item as stated for the period of time the item is stated to be bid for. Pricing is held firm for 90 days after receipt of bid until award notification for selected bid items.

Sincerely,

**The C. I. Thornburg Co., Inc.**

A handwritten signature in black ink, appearing to read "Jeremy McComas", is written over a horizontal line.

Jeremy McComas  
VP Sales

*Leading the World Through Clean Water*

Branch Offices: Bowling Green, KY • Bridgeport, WV • Huntington, WV • Nashville, TN  
[www.cithornburg.com](http://www.cithornburg.com)

## PRICING SCHEDULE

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


### BUTLER COUNTY WATER SYSTEM INC. (BCWS)

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
1	Badger (HR-E) (Initial Purchase)	EA	<u>no bid</u>	75	<u>\$ -</u>
2	Badger (HR-E LCD) (Initial Purchase)	EA	<u>no bid</u>	75	<u>\$ -</u>
3	Sensus (Accustream) (Initial Purchase)	EA	<u>\$65.00</u>	150	<u>\$9,750.00 -</u>
4	Badger (HR-E) (2018)	EA	<u>no bid</u>	562	<u>\$ -</u>
7	Badger (HR-E LCD) (2018)	EA	<u>no bid</u>	562	<u>\$ -</u>
8	Sensus (Accustream) (2018)	EA	<u>\$65.00</u>	1,126	<u>\$ 73,190.00-</u>
9	Badger (HR-E) (2019)	EA	<u>no bid</u>	562	<u>\$ -</u>
10	Badger (HR-E LCD) (2019)	EA	<u>no bid</u>	562	<u>\$ -</u>
11	Sensus (Accustream) (2019)	EA	<u>\$67.00</u>	1,126	<u>\$ 75,442.00-</u>
<b>SUBTOTAL - BUTLER COUNTY WATER SYSTEM INC.</b>					<b><u>\$ 158,382.00</u></b>

**WARREN COUNTY WATER DISTRICT (WCWD)**

<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY.</b>	<b>TOTAL PRICE</b>
12	Badger (HR-E) (2018)	EA	<u>no bid</u>	1,000	\$ -
13	Badger (HR-E LCD) (2018)	EA	<u>no bid</u>	1,000	\$ -
14	Sensus (Accustream) (2018)	EA	<u>\$65.00</u>	2,000	\$ 130,000.00
12	Badger (HR-E) (2019)	EA	<u>no bid</u>	1,000	\$ -
13	Badger (HR-E LCD) (2019)	EA	<u>no bid</u>	1,000	\$ -
14	Sensus (Accustream) (2019)	EA	<u>\$67.00</u>	2,000	\$ 134,000.00
15	Badger (HR-E) (2020)	EA	<u>no bid</u>	1,875	\$ -
16	Badger (HR-E LCD) (2020)	EA	<u>no bid</u>	1,875	\$ -
17	Sensus (Accustream) (2020)	EA	<u>\$69.00</u>	3,750	\$ 258,750.00
18	Badger (HR-E) (2021)	EA	<u>no bid</u>	2,000	\$ -
19	Badger (HR-E LCD) (2021)	EA	<u>no bid</u>	2,000	\$ -
20	Sensus (Accustream) (2021)	EA	<u>\$69.00</u>	4,000	\$ 276,000.00
21	Badger (HR-E) (2022)	EA	<u>no bid</u>	2,000	\$ -
22	Badger (HR-E LCD) (2022)	EA	<u>no bid</u>	2,000	\$ -
23	Sensus (Accustream) (2022)	EA	<u>\$70.00</u>	4,000	\$ 280,000.00
<b>SUBTOTAL - WARREN COUNTY WATER DISTRICT</b>					<u><u>\$ 1,078,750.00</u></u>
<b>TOTAL PROPOSAL COST</b>					<u><u>\$ 1,237,132.00</u></u>

Respectfully submitted:

  
\_\_\_\_\_  
Signature  
VP Sales  
\_\_\_\_\_  
Title  
12-12-2017  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
License No. (If Applicable)

740 Enterprise Drive  
\_\_\_\_\_  
Address  
Lexington, KY 40510  
\_\_\_\_\_  
City, State, Zip  
859-255-0852  
\_\_\_\_\_  
Phone Number  
859-259-1171  
\_\_\_\_\_  
Facsimile Number

SEAL - (if PROPOSAL is by a corporation)

ATTEST: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

The C.I. Thornburg Co., Inc.

Organization Name

BCWS Automated Meter Reading (AMR) System

PR/Award Number or Project Name

Jeremy McComas VP Sales

Name(s) and Title(s) of Authorized Representative(s)

  
Signature(s)

12-12-17

Date

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

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

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

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


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

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

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

DATE: 12-12-17

  
\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

740 Enterprise Dr. Lexington, KY 40510  
*Address (including Zip Code)*



CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

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

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

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

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

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

 \_\_\_\_\_ 12-12-2017  
(name) (date)

VP Sales  
\_\_\_\_\_  
(title)

o0o



4545 W Brown Deer Road  
PO Box 245036  
Milwaukee, Wisconsin 53224-9536  
414-355-0400 | 800 876-3837  
www.badgermeter.com

December 8, 2017

**VIA FEDERAL EXPRESS**

John M. Dix  
General Manager  
Warren County Water District  
523 U.S. Highway 31W Bypass  
Bowling Green, KY 42102

**Re: Sealed Bid: High Resolution Encoder Water Meter Registers  
Submittal Deadline: December 12, 2017– 3:00 P.M.**

Dear John M. Dix:

Badger Meter, Inc. (“Badger Meter”) reviewed the contents of the Request for Quotation. This letter becomes a part of our bid to furnish High Resolution Encoder Water Meter Registers to the Butler County Water System and Warren County Water District, (collectively hereinafter “County”).

Payment terms are net thirty (30) days.

The Pricing Schedule is completed and included with our prices quoted for this project. If awarded to Badger Meter, Inc., will remain firm one (1) year if acceptance is made within ninety (90) days.

**Clarifications:**

Badger Meter continues to improve and redesign our products to provide our customers with state of the art technology solutions. Therefore, we reserves the right to provide our newest product solutions as an alternative to the proposed products as long as the replacement products are substantially similar, are at least of equal quality and performance, are in conformance with the requirements in the applicable specification, meet the actual needs, are otherwise suitable for the intended use and are priced at an amount that does not exceed the price of the quoted products.

Badger Meter provides certification files to help manage meter and endpoint inventory and to maintain meter accuracy data. The standard method of delivery for this format is via electronic mail. Any deviations from our standard format, or any custom file formats, will be considered on a time and material basis. Please contact your Account Manager if you require more information.

Badger Meter has ample insurance coverage to satisfy the County’s concerns for a supply-only contract. The requirement that the County’s be named as additional insured on the general liability and automobile liability policies is more appropriately utilized in circumstances other than a supply-only contract and therefore will not be included on a Certificate of Insurance should Badger Meter be awarded this contract. Enclosed for your review is a sample of our Certificate of Liability Insurance.

BADGER METER, INC.


Butler County and Warren County  
December 8, 2017  
Page | 2

A copy of the bid tabulation, for our records, is appreciated. Enclosed is a self-addressed stamped envelope for return of the Bid Tabulation. Electronic results can be emailed to [bids@badgermeter.com](mailto:bids@badgermeter.com).

We appreciate the opportunity we have had to support the water metering needs of the Butler County Water System and Warren County Water District.

In the event that you have any questions concerning our response, I can be reached by telephone at (800) 876-3837, extension 12728 or via email at [bids@badgermeter.com](mailto:bids@badgermeter.com).

Sincerely,  
Badger Meter, Inc.



Korrine L. Fleming  
Assistant Secretary

Enclosures

cc: Kim Swinford, Account Manager – Badger Meter, Inc.  
Tina Masters-Odum, Sales Support Manager – Badger Meter, Inc.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/30/2016

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> 1-414-443-0000 Hays Companies of Wisconsin, Inc.  1200 North Mayfair Road, Suite 100  Milwaukee, WI 53226	<b>CONTACT NAME:</b> <b>PHONE</b> (A/C, No, Ext): <b>FAX</b> (A/C, No): <b>E-MAIL ADDRESS:</b>														
<b>INSURED</b> Badger Meter, Inc.  4545 West Brown Deer Road  Milwaukee, WI 53223	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: TRAVELERS PROP CAS CO OF AMER</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B: TRAVELERS IND CO OF CT</td> <td style="text-align: center;">25682</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: TRAVELERS PROP CAS CO OF AMER	25674	INSURER B: TRAVELERS IND CO OF CT	25682	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES** **CERTIFICATE NUMBER: 48837418** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>  <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y660 268J2023 TIL 17	01/01/17	01/01/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 300,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 10,000</td></tr> <tr><td>PERSONAL &amp; ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 4,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 4,000,000	PRODUCTS - COMP/OP AGG	\$ 2,000,000		\$
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PRODUCTS - COMP/OP AGG	\$ 2,000,000																			
	\$																			
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		Y810 268J2035 TIL 17	01/01/17	01/01/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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AGGREGATE	\$ 5,000,000																			
	\$																			
B	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below		YDTBEUB 2F79770 6 17 (WI)	01/01/17	01/01/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td><input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER</td><td></td></tr> <tr><td>E.L. EACH ACCIDENT</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER		E.L. EACH ACCIDENT	\$ 500,000	E.L. DISEASE - EA EMPLOYEE	\$ 500,000	E.L. DISEASE - POLICY LIMIT	\$ 500,000						
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E.L. DISEASE - POLICY LIMIT	\$ 500,000																			
B	<input type="checkbox"/> <b>Worker Compensation</b>		YEUB 4F20116 1 17 (IL)	01/01/17	01/01/18	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>Ea.Acc/EaEE/PoLlim</td><td style="text-align: right;">1,000,000</td></tr> </table>	Ea.Acc/EaEE/PoLlim	1,000,000												
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  For Sample Use Only For Supply Only Contracts	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <div style="text-align: center;"><i>Dan J. Spive</i></div>
---	--



4545 Wisconsin Dear Road  
 PO Box 245024  
 Milwaukee, Wisconsin 53224-7024  
 Tel: 414-273-0000, 800-675-8100  
 www.badgermeter.com

**CERTIFICATION  
 OF SIGNATURE AUTHORITY**

I certify as follows:

By Board Resolution adopted by the Board of Directors of Badger Meter, Inc. and in full force and effect as of this date:

The following *elected company officers* are, among other things, hereby authorized to execute, amend, and cancel bids and contracts for the sale of products, distributor and representative agreements, bid bonds, surety bonds, contracts, leases and certain other legally binding documents in the ordinary course of business, in the name of Badger Meter, Inc. (or Badger Meter, Inc. DBA National Meter & Automation):

Richard A. Meeusen	Chairman, President and Chief Executive Officer
Richard E. Johnson	Senior Vice President – Finance, CFO and Treasurer
Kenneth C. Bockhorst	Senior Vice President—Chief Operating Officer
William R.A. Bergum	Vice President – General Counsel and Secretary
Kimberly K. Stoll	Vice President – Sales and Marketing

The following *appointed company officers* are hereby authorized to execute, amend, and cancel bids, bid-related contracts and documents, requests for proposals and quotes, and all other bid-related documentation in the name of Badger Meter, Inc. (or Badger Meter, Inc. DBA National Meter & Automation):

Christie L. Collins	Assistant Secretary	Sr. Project Manager – Bid & Contract Administration
Charla D. Dury	Assistant Secretary	Project Manager – Bid & Contract Administration
Frank J. Fenton	Assistant Secretary	Director – Utility Sales
Korrine L. Fleming	Assistant Secretary	Supervisor – Bid and Contract Administration
Nathaniel R. Hawley	Assistant Secretary	Director. – Distribution Operations
Rebecca L. Loomans	Assistant Secretary	Sr. Project Manager – Bid & Contract Administration



BY:

William R. A. Bergum,  
 Vice President - General Counsel & Secretary  
 Badger Meter, Inc.

December 8, 2017

Date

## PRICING SCHEDULE

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

### BUTLER COUNTY WATER SYSTEM INC. (BCWS)

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
1	Badger (HR-E) (Initial Purchase)	EA	<u>\$ 60.35</u>	75	<u>\$ 4,526.25 -</u>
2	Badger (HR-E LCD) (Initial Purchase)	EA	<u>\$ 60.35</u>	75	<u>\$ 4,526.25 -</u>
3	Sensus (Accustream) (Initial Purchase)	EA	<u>          </u>	150	<u>\$ -</u>
4	Badger (HR-E) (2018)	EA	<u>\$ 60.35</u>	562	<u>\$ 33,916.70 -</u>
7	Badger (HR-E LCD) (2018)	EA	<u>\$ 60.35</u>	562	<u>\$ 33,916.70 -</u>
8	Sensus (Accustream) (2018)	EA	<u>          </u>	1,126	<u>\$ -</u>
9	Badger (HR-E) (2019)	EA	<u>\$ 62.16</u>	562	<u>\$ 34,934.20</u>
10	Badger (HR-E LCD) (2019)	EA	<u>\$ 62.16</u>	562	<u>\$ 34,934.20</u>
11	Sensus (Accustream) (2019)	EA	<u>          </u>	1,126	<u>\$ -</u>

**SUBTOTAL - BUTLER COUNTY WATER SYSTEM INC.**

~~\$ 73,377.15~~  
*Math Error*  
*RJ 12/12/17*  
**146,753.74**

\*HRE-LCD encoder can be ordered and shipped with a 6, 8 or 9 digit output as per the desired specifications

Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

**WARREN COUNTY WATER DISTRICT (WCWD)**

<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY.</b>	<b>TOTAL PRICE</b>
12	Badger (HR-E) (2018)	EA	<u>\$60.35</u>	1,000	\$ <u>60,350.00</u> -
13	Badger (HR-E LCD) (2018)	EA	<u>\$60.35</u>	1,000	\$ <u>60,350.00</u> -
14	Sensus (Accustream) (2018)	EA		2,000	\$ -
12	Badger (HR-E) (2019)	EA	<u>\$62.16</u>	1,000	\$ <u>62,160.50</u> -
13	Badger (HR-E LCD) (2019)	EA	<u>\$62.16</u>	1,000	\$ <u>62,160.50</u> -
14	Sensus (Accustream) (2019)	EA		2,000	\$ -
15	Badger (HR-E) (2020)	EA	<u>\$64.03</u>	1,875	\$ <u>120,047.47</u>
16	Badger (HR-E LCD) (2020)	EA	<u>\$64.03</u>	1,875	\$ <u>120,047.47</u>
17	Sensus (Accustream) (2020)	EA		3,750	\$ -
18	Badger (HR-E) (2021)	EA	<u>\$65.95</u>	2,000	\$ <u>131,892.15</u>
19	Badger (HR-E LCD) (2021)	EA	<u>\$65.95</u>	2,000	\$ <u>131,892.15</u>
20	Sensus (Accustream) (2021)	EA		4,000	\$ -
21	Badger (HR-E) (2022)	EA	<u>\$67.92</u>	2,000	\$ <u>135,848.91</u>
22	Badger (HR-E LCD) (2022)	EA	<u>\$67.92</u>	2,000	\$ <u>135,848.91</u>
23	Sensus (Accustream) (2022)	EA		4,000	\$ -
<b>SUBTOTAL - WARREN COUNTY WATER DISTRICT</b>					<b>\$ <u>510,299.03</u></b>
<b>TOTAL PROPOSAL COST</b>					<b>\$ <u>583,676.18</u></b>

\*HRE-LCD encoder can be ordered and shipped with a 6, 8 or 9 digit output as per the desired specifications

Due to continuous improvements and redesign of our products and technology solutions, Badger Meter reserves the right to provide our newest product solutions as an alternate to the proposed products provided they are in conformance with the requirements of the specifications and do not exceed the prices quoted.

Respectfully submitted:

*Heming*

Signature

Assistant Secretary

Title

December 7, 2017

Date

License No. (If Applicable)

SEAL (If PROPOSAL is by a corporation)



Christie Collins

4545 W Brown Deer Road

Address

Milwaukee, WI 53223

City, State, Zip

800-876-3837 x12728

Phone Number

414-371-5981

Facsimile Number



U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Badger Meter, Inc.

Organization Name

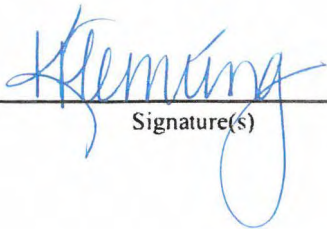
BCWS Automated Meter Reading (AMR) System

PR/Award Number or Project Name

Korrine L. Fleming

Name(s) and Title(s) of Authorized Representative(s)

Assistant Secretary



Signature(s)

December 7, 2017

Date

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

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

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

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

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

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

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

DATE December 7, 2017

  
\_\_\_\_\_  
(Signature of Bidder or Prospective Contractor)

Korrine L. Fleming

4545 W Brown Deer Road Milwaukee, WI 53223

*Address (including Zip Code)*

CERTIFICATION FOR CONTRACTS. GRANTS ADD LOANS

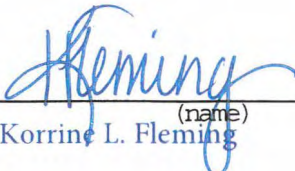
The undersigned certifies, to the best of his or her knowledge and belief, that

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

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

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

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

  
\_\_\_\_\_  
(name)  
Korrine L. Fleming  
\_\_\_\_\_  
Assistant Secretary  
(title)

December 8, 2017  
\_\_\_\_\_  
(date)

oOo



PLASTIC METER PIT LIDS  
ATT: JOHN M. DIX  
WARREN COUNTY WATER DISTRICT  
523 U.S. HIGHWAY 31 BYPASS  
P.O. BOX 10180  
BOWLING GREEN, KY 42102

SUBJECT: PLASTIC METER PIT LIDS PROPOSAL DUE DECEMBER 12<sup>TH</sup>. AT 3:00 PM.

GENTLEMEN, WE ARE PLEASED TO OFFER YOU OUR PROPOSAL ON THE ABOVE SUBJECT. PLEASE FIND WITH OUR PROPOSAL THE FOLLOWING INFORMATION AND SAMPLES.

- 1.) ALL MATERIAL WILL BE F.O.B BOWLING GREEN,KY FOR CUSTOMERS UNLOADING. PRICES WILL BE FIRM FOR 90 DAYS.
- 2.) SAMPLE ROUND LID PROSCOURCE MODEL NO. PWP-PS200-TLBWCL/TBP WITH TRANSPONDER PLATE, LARGE AWWA PENTAGON BOLT AND AWWA BRASS CAM-LOCK GEAR ASSEMBLY.
- 3.) SAMPLE OF RECTANGULAR LID MFG. BY DFW PLASTICS, INC. 901 E. INDUSTRIAL AVE. FORT WORTH, TX 76131. MODEL NO. DFW1200.1A. WITH TRANSPONDER PLATE.
- 4.) PROSOURCE LID LOAD RATING TEST REPORT PER AASHTO M-306.
- 5.) PLEASE NOTE, THE DFW RECTANGULAR LID HAS NOT BEEN TESTED PER AASHTO M-306, H-20 RATING. THIS PRODUCT IS DESIGNED TO WITHSTAND LOADING IN NON-DELIBERATE OR INCIDENTAL TRAFFIC AREAS. SUCH AS GRASSY AREAS WHERE LAWN MOWER WILL RUN OVER. ( 0 TO 2,000 LBS)
- 6.) PRODUCT LITERATURE AND DRAWINGS.
- 7.) SEE ATTACHED CERTIFICATIONS, COMPLIANCE, AND NOTICE DOCUMENTS.
- 8.) ADDENDUM NO.1 RECEIVED DEC.08/17

## PRICING SCHEDULE

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

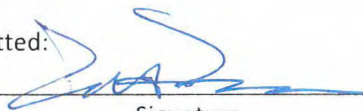
### BUTLER COUNTY WATER SYSTEM INC. (BCWS)

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
1	Round Plastic Meter Pit Lids (Initial Purchase)	EA	17.50	250	4,375.00
2	Rectangular Plastic Meter Pit Lids (Initial Purchase)	EA	10.00	50	500.00
3	Round Plastic Meter Pit Lids (2018)	EA	17.50	1,920	33,600.00
4	Rectangular Plastic Meter Pit Lids (2018)	EA	10.00	330	3,300.00
7	Round Plastic Meter Pit Lids (2019)	EA	17.50	1,920	33,600.00
8	Rectangular Plastic Meter Pit Lids (2019)	EA	10.00	330	3,300.00
<b>SUBTOTAL - BUTLER COUNTY WATER SYSTEM INC.</b>					<b><u>\$ 78,675.00</u></b>

**WARREN COUNTY WATER DISTRICT (WCWD)**

NO.	ITEM	UNIT	UNIT PRICE	QTY.	TOTAL PRICE
9	Round Plastic Meter Pit Lids (2018)	EA	<u>17.50</u>	2,455	<u>42,962.50</u>
10	Rectangular Plastic Meter Pit Lids (2018)	EA	<u>10.00</u>	145	<u>1,450.00</u>
11	Round Plastic Meter Pit Lids (2019)	EA	<u>17.50</u>	2,455	<u>42,962.50</u>
12	Rectangular Plastic Meter Pit Lids (2019)	EA	<u>10.00</u>	145	<u>1,450.00</u>
<b>SUBTOTAL - WARREN COUNTY WATER DISTRICT</b>					<u><b>\$ 88,825.00</b></u>
<b>TOTAL PROPOSAL COST</b>					<u><b>\$ 167,500.00</b></u>

Respectfully submitted:

  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Sales Representative  
 Title  
 \_\_\_\_\_  
 December 8, 2017  
 Date  
 \_\_\_\_\_  
 Buckeye Tax ID # 31-1357422  
 License No. (If Applicable)

\_\_\_\_\_  
 14680 Pleasant Valley Rd  
 Address  
 \_\_\_\_\_  
 Chillicothe , Ohio 45601  
 City, State, Zip  
 \_\_\_\_\_  
 1-800-562-0852  
 Phone Number  
 \_\_\_\_\_  
 1-740-772-5402  
 Facsimile  
 Number

SEAL - (if PROPOSAL is by a corporation)

ATTEST: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE

Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, **Federal Register** (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buckeye State Pipe & Supply Co., Inc.

Organization Name

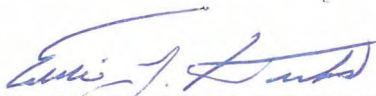
ECWS Automated Meter Reading (AMR) System

PR/Award Number or Project Name

Eddie J. Hicks

Name(s) and Title(s) of Authorized Representative(s)

President



Signature(s)

12/08/17

Date



COMPLIANCE STATEMENT

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more; or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

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

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

This is a copy of the Uniform Contract Form (USDA) and agency regulations. It is not a contract. It is a form to be completed by the contractor and submitted to the agency. The agency will issue a contract to the contractor. The contractor must comply with the terms and conditions of the contract. The contractor must also comply with the terms and conditions of the agency regulations. The contractor must also comply with the terms and conditions of the agency regulations. The contractor must also comply with the terms and conditions of the agency regulations.

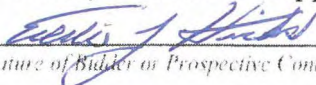
**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
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NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 12/08/17

Buckeye State & Supply Co., Inc.

  
\_\_\_\_\_  
(Signature of Bidder or Prospective Contractor)

14680 Pleasant Valley Rd Chillicothe, Ohio 45601  
Address (including Zip Code)

CERTIFICATION FOR CONTRACTS. GRANTS ADD LOANS

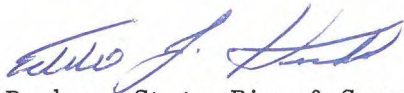
The undersigned certifies, to the best of his or her knowledge and belief, that

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

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

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

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



Buckeye State Pipe & Supply Co., Inc

(name)

12/08/17

(date)

President

(title)

o0o



24619 Washington Ave.  
Suite 202  
Murrieta Ca 92562

Date: 12/11/2017

To:

John Dix, GM  
Butler County Water System, Inc.  
Butler County, Kentucky  
523 U.S. 31W Bypass  
Bowling Green KY 42101

Dear Mr. Dix,

Concord's proposal for BCWS's AMR Installation (Labor & Services Only) is to provide professional installation services including: experienced installation resources, work order management system, tools, and vehicles, for the installation of new AMR endpoint radios, lid replacement and data collection, throughout Butler County Water System's territory.

Concord Environmental Energy, Inc. dba Concord Utility Services, a California Corporation, headquartered at 24619 Washington Ave. Suite 202, Murrieta Ca 92562. Will self-perform all work; excluding all subcontracting services during the commencement of the AMR project.

Contract point of Contact:

Levi Capaci COO

Phone: 949-945-8362

Email: [levi@concordus-inc.com](mailto:levi@concordus-inc.com)

Exceptions and Assumptions: See

This proposal shall remain valid for a period of not less than 90 calendar days from date of submittal

A handwritten signature in black ink, appearing to read "Levi Capaci", is written over a horizontal line. Below the line, the name "Levi Capaci" is printed in a small font.

COO  
Title

12/11/17  
Dat

**Bidder's Qualification Statement:**

Established in 2006, Concord Environmental Energy, Inc. *dba Concord Utility Services*, a California Corporation, headquartered in Murrieta California, with branches in Coral Gables, Phoenix AZ, Las Vegas NV, Houston TX, and Winston-Salem NC, has installed more than 2 million meters and over 1 million AMI retrofits and endpoint radios for local governments, water districts and utilities.

Concord Utility Services has an extensive history of successful projects. Concord's breadth of experience with installation processes, proficiency with multiple meter manufacturers, AMI device technologies, and manufacturer support, reduces The Districts time spent managing and troubleshooting the installation process.

Behind Concord's successes are its many dedicated employees. Concord's Project Managers, Leads and its team of qualified Installation Technicians are full-time (W-2) employees. On average, each of Concord's Installation Technicians have installed ~10,000 meter/endpoints. Their high aptitude of meter and device installation, coupled with problem solving skills and professionalism, CUS technicians are prepared to exceed in performance, customer service and client relations.

Finally, a critical piece of the installation process is the data collection, data management and data transfer to the Utility/Water District and billing systems. Concord prides itself on accurate data collection and efficient data transfer, to multiple billing systems, through a proprietary real-time, cloud-based work order management system –**Concord Connecting Point Software™ (CCPS™)**. CCPS™ allows project managers, administrators, CSRs, and billing personnel to track their project through a web interface, with project mapping and installation reports.

**CUS Southern California Customers:**

Laguna Beach County Water District  
Cucamonga Valley Water District  
The City of Pasadena  
The City of Colton  
The City of Chino Hills  
The City of Glendora  
The City of Fountain Valley  
The City of Oak Park  
Olivenhain Municipal Water District  
Santa Fe Irrigation District  
The City of Alhambra  
The City of La Palma  
The City of Victorville  
Suburban Water  
Santa Clarita  
The City of San Bernardino  
Rancho Water District  
Otay Water District

## **ASSUMPTIONS:**

Pricing Excludes: All Materials- Meters, Meter spuds, extensions, adapters, meter couplers, bolt kits, gaskets, flanges, fittings, In-line connectors, tamper clip, or tamper tags

Unit Pricing Includes all labor, tools, trucks, & fuel.

Secure Staging Area to be provided by Utility for:

- Project Materials (secure building or storage containers)
- Overnight parking for fleet vehicles (1/2 ton trucks)
- Disposal provided by the Utility for: waste, spoils, hazardous waste (batteries), recycle and salvage

Contingency: The project Mobilization/Demobilization is assumed for a single-phase move on and move off for installation/deployment. If demobilization and remobilization occur during the project due to reasons beyond Concord Utility Service's control (i.e. lack of inventory, lack of data or account information), additional Remobilization Contingency fees will be assessed.

No other Direct Job Costs have been noted (city licenses, permits, storage, trailers, etc.) If other Direct Job Costs arise, they will be added at cost plus 15%.

There will be a mutually agreed upon contract upon award of the project

Pricing excludes meter replacement services and materials.

Proper quantities of materials will be available when needed to avoid any work slowdowns, or site revisits.

All data for the entire project will be provided at one time, 14 days prior to mobilization.

All data will be sent from the City or WD will be accurate, without duplicate data (addresses, meter numbers, radios, accounts, etc.). If information submitted to Concord is later found to be inconsistent with actual information the price may be adjusted accordingly.

**Excludes meter Lid modification.**

**Excludes Box removal, replacement, adjustment in location or elevation**

Concord will be provided safe access, including keys, to all locations.

All meters/locations are accessible: outside and easy to find.

It is expected that all hard to find meters will have location descriptions and assistance from the city or WD.

Concord is not responsible for performance if access is not granted.

Work will not be performed at locations where it is reasonable that damage may occur to customer's property.

Work will not be performed at locations behind locked fences or yards with dogs.

Concord will repair, to a usable and safe condition, any customer side service line break caused by Concord or a Concord Employee, within 36" of the water meter. Concord will not be responsible for repairing breaks/leaks that continue past 36".

Concord will not be responsible for repairing or replacing existing: City or Water District water service piping, valves, or fittings.

Concord will not be responsible for repairing or replacing backflow preventers, irrigation valves, pressure regulators, check valves or customer side valves.

Concord Utility Services will not be held responsible for any inoperative, damaged, or leaky valves.

Concord will not be responsible for replacing meters that have tree roots in the boxes.

Concord will not be responsible for notifying customer other than knocking on the door at the time of installation.

Concord will not be responsible for any community outreach programs or program materials other than leaving a door hanger, post installation.

Any badging will be done prior to the start of the project.

Installation of all materials (radios or meter retrofits) will not be in confined spaces, vaults, or manholes.

All meters are in pits at the curb and are considered easily accessible.

Concord will not be responsible for Traffic Control.

Installation is assumed to be reasonably contiguous (one service after another.)

All Materials must be available at least one week before scheduled installation meters.

Any specific requirements not covered under this quote will be reviewed, any additional costs from these requirements will be added to quote.

**BID FORM**

**AMR SYSTEM INSTALLATION**

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**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

***Butler County Water System, Inc., 523 U.S. 31W Bypass, Bowling Green, KY 42101.***

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ~~60~~90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
<u>Addendum No. 1</u>	<u>Dec. 8, 2017</u>
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance

of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Base bid of the project shall be determined based on a summation of lump sum items in the following table:

**BASE BID SCHEDULE**

<b>NO.</b>	<b>ITEM</b>	<b>UNIT</b>	<b>UNIT PRICE</b>	<b>QTY.</b>	<b>TOTAL PRICE</b>
1	Installation of first 2,000 AMR System Units	EA	\$30.00	2,000	\$60,000.00
2	Installation of first 1,000 leak detection devices	EA	\$7.50	1,000	\$7,500.00
3	Installation of up to 2,500 additional AMR System Units	EA	\$30.00	2,500	\$75,000.00
4	Installation of up to 1,250 additional leak detection devices	EA	\$7.50	1,250	\$9,375.00
Total Base Bid					\$151,875.00

## ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

## ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security;
  - B. List of Proposed Subcontractors;
  - C. List of Proposed Suppliers;
  - D. List of Project References;
  - E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
  - F. Contractor's License No.: 193702
  - G. Required Bidder Qualification Statement with supporting data; and
  - H. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;**
  - I. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions (AD-1048);**
  - J. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.**

**ARTICLE 8 – DEFINED TERMS**

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

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Concord Environmental Energy, Inc., dba Concord Utility Services

By:

*[Signature]*



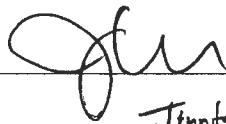
*[Printed name]*

Levi Capaci -COO

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Jinton Ayza

Title:

witness

Submittal Date:

12/12/2017

Address for giving notices:

Concord Environmental Energy, Inc, dba Concord Utility Services

24619 Washington Ave. Suite. 202

Murrieta Ca 92562

Telephone Number:

949-945-8362

Fax Number:

N/A

Contact Name and e-mail address:

levi@concrdus-inc.com

Bidder's License No.:

193702  
*(where applicable)*

### BID BOND

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

**BIDDER (Name and Address):**

Concord Environmental Energy, Inc. dba: Concord Utility Services  
35874 Darcy Place Murrieta CA, 92562

**SURETY (Name, and Address of Principal Place of Business):**

Philadelphia Indemnity Insurance Company  
251 S. Lake Avenue, Suite 360 Pasadena, CA 91101

**OWNER (Name and Address):**

Butler County Water System, Inc.  
523 U.S. 31W Bypass Bowling Green, KY 42101

**BID**

Bid Due Date: December 12, 2017

Description (Project Name— Include Location): AMR System Installation. Butler County, KY.

**BOND**

Bond Number: N/A (Bid Bond)

Date: December 11, 2017

Penal sum Five Percent of the bid amount \$ 5% of the bid amount  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

Concord Environmental Energy, Inc. dba: Concord Utility Services (Seal)

Bidder's Name and Corporate Seal

By:

Signature

Print Name

Title

Attest:

Signature

Title

**SURETY**

Philadelphia Indemnity Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

Signature (Attach Power of Attorney)

Print Name

Title

Attest:

Signature

Title Brianne Davis, Witness

Note: Addresses are to be used for giving any required notice.

Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

# ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California }

County of Orange }

On December 11, 2017 before me, Brianne Davis, Notary Public  
(Here insert name and title of the officer)

personally appeared Janina Monroe  
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are ~~is/are~~ subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Brianne Davis  
 Notary Public Signature (Notary Public Seal)



### ADDITIONAL OPTIONAL INFORMATION

DESCRIPTION OF THE ATTACHED DOCUMENT  
Bid Bond  
(Title or description of attached document)

(Title or description of attached document continued)

Number of Pages 2 Document Date 12/11/17

CAPACITY CLAIMED BY THE SIGNER

Individual (s)  
 Corporate Officer  
 \_\_\_\_\_  
(Title)

Partner(s)  
 Attorney-in-Fact  
 Trustee(s)  
 Other \_\_\_\_\_

### INSTRUCTIONS FOR COMPLETING THIS FORM

*This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.*

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. ~~he/she/they~~, is /are ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
  - ❖ Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
  - ❖ Indicate title or type of attached document, number of pages and date.
  - ❖ Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple



PHILADELPHIA INDEMNITY INSURANCE COMPANY  
One Bala Plaza, Suite 100  
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint JANINA MONROE, THOMAS G. MCCALL, TIMOTHY J. NOONAN AND MICHELLE HAASE OF LOCKTON COMPANIES, LLC, its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14<sup>th</sup> of November, 2016.

**RESOLVED:** That the Board of Directors hereby authorizes the the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

**FURTHER RESOLVED:** That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

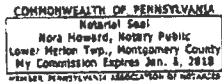
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 14<sup>TH</sup> DAY OF NOVEMBER, 2016.



(Seal)

Robert D. O'Leary Jr., President & CEO  
Philadelphia Indemnity Insurance Company

On this 14<sup>th</sup> day of November, 2016, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company, that the said Corporate Seal and his signature were duly affixed



(Notary Seal)

Notary Public:

residing at:

Bala Cynwyd, PA

My commission expires:

January 8, 2018

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto on this 14<sup>th</sup> day of November, 2016 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this \_\_\_\_\_ day of \_\_\_\_\_, 20

DEC 11 2017



Edward Sayago, Corporate Secretary  
PHILADELPHIA INDEMNITY INSURANCE COMPANY

**Commonwealth of Kentucky**  
**Alison Lundergan Grimes, Secretary of State**

Alison Lundergan Grimes  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Authorization**

Authentication number: 193702  
Visit <https://app.sos.ky.gov/ftshow/certvalidate.aspx> to authenticate this certificate.

I, Alison Lundergan Grimes, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**CONCORD ENVIRONMENTAL ENERGY INC**

, a corporation organized under the laws of the state of California, is authorized to transact business in the Commonwealth of Kentucky, and received the authority to transact business in Kentucky on August 28, 2017.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that an application for certificate of withdrawal has not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 18<sup>th</sup> day of September, 2017, in the 226<sup>th</sup> year of the Commonwealth.



*Alison Lundergan Grimes*  
Alison Lundergan Grimes  
Secretary of State  
Commonwealth of Kentucky  
193702/0995070

COMPLIANCE STATEMENT

This statement relates to a proposed contract with Butler County Water System, Inc.

*(Name of borrower or grantee)*

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

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

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

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

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

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

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

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

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

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

DATE 12/11/17



\_\_\_\_\_  
*(Signature of Bidder or Prospective Contractor)*

24619 Washington Ave. Ste. 202, Murrieta Ca 92562  
*Address (including zip Code)*

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility  
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

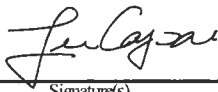
Concord Environmental Energy, Inc., dba Concord Utility Services

Organization Name

PR/Award Number or Project Name

Levi Capaci --Secretary/Director

Name(s) and Title(s) of Authorized Representative(s)



Signature(s)

12/12/17

Date

Clear Form

CERTIFICATION FOR CONTRACTS. GRANTS ADD LOANS

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

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

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

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

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

Levi Capaci

\_\_\_\_\_  
(name)

12/11/2017

\_\_\_\_\_  
(date)

Secretary/Director

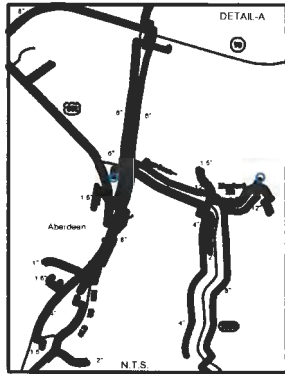
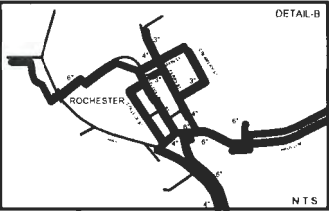
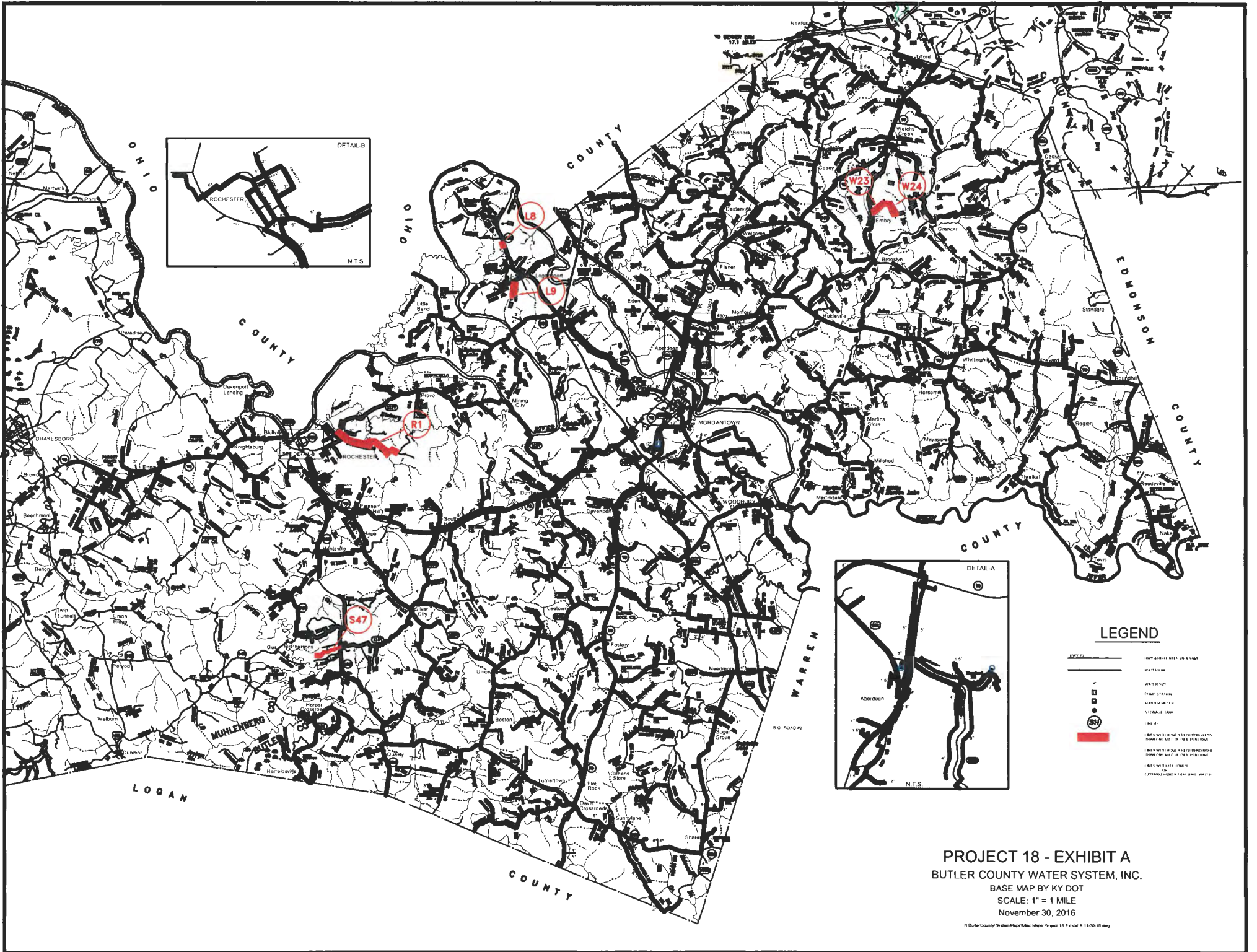
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(title)

o0o



## Exhibit A

### Project 18 – Proposed Improvements



**LEGEND**

- ROADS
- WATER BODIES WITH A NAME
- WATER BODIES
- WATER TOWER
- STATION/TANKING
- WATER TOWER TANK
- NATURAL TANK
- PIPE #1
- PIPE #2
- PIPE #3
- PIPE #4
- PIPE #5
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- PIPE #100

**PROJECT 18 - EXHIBIT A**  
**BUTLER COUNTY WATER SYSTEM, INC.**  
 BASE MAP BY KY DOT  
 SCALE: 1" = 1 MILE  
 November 30, 2016

N:\ButlerCountySystemMap\Map\Misc\Map\Project 18 Exhibit A 11-30-16.mxd