COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC CUMBERLAND COUNTY WATER DISTRICT UNACCOUNTED-FOR- WATER LOSS REDUCTION PLAN, SURCHARGE MONITORING	**)** **)** **)** **)**	**CASE NO. 2023-00228**

MOTION FOR AUTHORITY TO USE SURCHARGE FUNDS

The Cumberland County Water District (Cumberland District) moves the Commission for authority to utilize Water Loss Reduction Surcharge Funds ("Surcharge Funds") to purchase Distribution Zone Metering Equipment and Customer Radio Read Metering Equipment in accordance with the latest revision of Cumberland District's qualified infrastructure improvement plan (QIIP) dated December 2024.

On July 11, 2024, Cumberland District received bids for the Water Loss Reduction Improvements – Metering Equipment Supply Contract which consisted of the supply and delivery of various potable water metering equipment including associated hardware, software, setup and training required. The bid documents are attached as **Exhibit A**, included a phased equipment supply contract such that the purchase of the various metering equipment would coincide with the collection of Surcharge Funds overs the approved 48 month period which began in October 2023. A single bid was received from Neptune Equipment Company, LLC (NECO Water). A complete bid tabulation is attached as **Exhibit B**.

On July 14, 2025, Cumberland District accepted the NECO Water Bid and approved award of a contract to NECO Water in the amount of $369,659.00 pending approval of the Commission for expenditure of Surcharge Funds for the various metering equipment included in the contract. A copy of the Authorizing Resolution of the Cumberland District Board is attached as **Exhibit C**.

Therefore, Cumberland District request that the Commission authorize various expenditures of Surcharge Funds as follows:

A.) NECO Water in the amount not to exceed **$45,788.00** for Bid Item No. 1 - Distribution Zone Meter Equipment (Q3-2025). Expenditure of Surcharge Funds to be made in the **3rd Quarter of 2025** or as soon as possible thereafter.

B.) NECO Water in the amount not to exceed **$79,850.00** for Bid Item No. 2 – Customer Radio Read Meter Equipment (Q3 – 2025). Expenditure of Surcharge Funds to be made in the **3rd Quarter of 2025** or as soon as possible thereafter.

C.) NECO Water in the amount not to exceed **$32,010.00** for Bid Item No. 3 – Customer Radio Read Meter Equipment (Q4 – 2025). Expenditure of Surcharge Funds to be made in the **4th Quarter of 2025**.

D.) NECO Water in the amount not to exceed **$34,270.00** for Bid Item No. 4 – Customer Radio Read Meter Equipment (Q1 – 2026). Expenditure of Surcharge Funds to be made in the **1st Quarter of 2026**.

E.) NECO Water in the amount not to exceed **$34,270.00** for Bid Item No. 5 – Customer Radio Read Meter Equipment (Q2 – 2026). Expenditure of Surcharge Funds to be made in the **2nd Quarter of 2026**.

F.) NECO Water in the amount not to exceed **$34,312.00** for Bid Item No. 6 – Customer Radio Read Meter Equipment (Q3 – 2026). Expenditure of Surcharge Funds to be made in the **3rd Quarter of 2026**.

G.) NECO Water in the amount not to exceed **$34,312.00** for Bid Item No. 7 – Customer Radio Read Meter Equipment (Q4 – 2026). Expenditure of Surcharge Funds to be made in the **4th Quarter of 2026**.

H.) NECO Water in the amount not to exceed **$37,392.00** for Bid Item No. 8 – Customer Radio Read Meter Equipment (Q1 – 2027). Expenditure of Surcharge Funds to be made in the **1st Quarter of 2027**.

I.) NECO Water in the amount not to exceed **$37,455.00** for Bid Item No. 9 – Customer Radio Read Meter Equipment (Q2 – 2027). Expenditure of Surcharge Funds to be made in the **2nd Quarter of 2027**.

J.) NECO Water in the amount not to exceed **$37,455.00** for Bid Item No. 10 – Customer Radio Read Meter Equipment (Q3 – 2027). Expenditure of Surcharge Funds to be made in the **3rd Quarter of 2027**.

Cumberland District will install all metering equipment to be purchased with Surcharge Funds using District personnel and resources. Cumberland District will install the equipment as expeditiously as practical so that the benefits of the new metering equipment relative to water loss reduction can be realized as soon as possible.

WHEREFORE, on the basis of the forgoing, Cumberland District respectfully moves for authority to use up to **$369,659.00** of Surcharge Funds as outlined above. Additionally, Cumberland District requests a decision on this Motion by **October 16, 2025**.

Dated: September 16, 2025

Respectfully submitted,

Michael Ballard
General Manager
133 Lower River Street
Burkesville, KY 42717
(270) 864-3133
ccwateroffice@yahoo.com

EXHIBIT A

BID DOCUMENTS
WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

CUMBERLAND COUNTY WATER DISTRICT
CUMBERLAND COUNTY, KENTUCKY

WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

PROJECT NO. 2372

JUNE 2025

Monarch Engineering, Inc.

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR THE

CUMBERLAND COUNTY WATER DISTRICT
CUMBERLAND COUNTY, KENTUCKY

WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

PROJECT NO. 2372

JUNE 2025

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Documents are included in the following order.

CUMBERLAND COUNTY WATER DISTRICT

WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

ADVERTISEMENT FOR BIDS

Sealed Bids for the WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT will be received by the Cumberland County Water District, 133 Lower River Street, Burkesville, KY 42717 until 11:00 a.m. local time, July 11, 2025 at which time the Bids received will be publicly opened and read aloud. The contract consists of the supply and delivery of various potable water metering equipment including associated hardware, software, setup and training required.

Bids will be received for a single packaged equipment supply contract. Bids shall be on a lump sum and unit price basis as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is Monarch Engineering, Inc., 556 Carlton Drive, Lawrenceburg, KY 40342, (502) 839-1310, James L. Mudd Jr., P.E., lmudd@monarchengineering.net. Prospective Bidders may examine the Bidding Documents at the Issuing Office on Mondays through Fridays between the hours of 8 a.m. – 12 p.m. and 1:00 p.m. – 5:00 p.m., and may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office, during the hours indicated above, upon payment of a deposit of $100.00, non-refundable, for each set. Checks for Bidding Documents shall be payable to "Monarch Engineering, Inc.". Upon request and receipt of the document deposit indicated above, the Issuing Office will transmit the Bidding Documents via delivery service. The date that the Bidding Documents are transmitted by the Issuing Office will be considered as the Bidder's date of receipt of the Bidding Documents. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither the Owner nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office. Bidding Documents purchased by one party and bid by another party will not be accepted. Bid Documents will be available for purchase until 4:00 p.m., (E.D.T.), July 10, 2024.

The Cumberland County Water District reserves the right to reject any and all bids and waive informalities.

Owner: **Cumberland County Water District**
By: **Troy Norris**
Title: **Chairman**
Date: **July 2, 2025**

INFORMATION FOR BIDDERS

BIDS will be received by the CUMBERLAND COUNTY WATER DISTRICT (herein called the "OWNER"), at their central office located at 133 Lower River Street, Burkesville, KY 42717.

Each BID must be submitted in a sealed envelope, addressed to the CUMBERLAND COUNTY WATER DISTRICT. Each sealed envelope containing a BID must be plainly marked on the outside as BID for WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT and the envelope should bear on the outside the BIDDER'S name, address, and license number if applicable. If forwarded by mail, the sealed envelope containing the BID must be enclosed in another envelope addressed to the OWNER, CUMBERLAND COUNTY WATER DISTRICT, 133 Lower River Street, Burkesville, KY 42717.

Each Bidder must accompany his BID with a list of at least three projects, similar in scope and cost to this project, with references in which his company has supplied the equipment. The company which supplied the equipment as shown on the list of references must be the same company submitting the BID. The references shall include the name of the job, approximate date the job was completed, name of the owner including contact person, and the name of the architect/engineer including contact person.

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

The OWNER may waive any informalities or minor defects or reject any and all BIDS. Any BID may be withdrawn prior to the above scheduled time for the opening of BIDS or authorized postponement thereof. Any BID received after the time and date specified shall not be considered. No BIDDER may withdraw a BID within 180 days after the actual date of the opening thereof. Should there be reasons why the CONTRACT cannot be awarded within the specified period, the time may be extended by mutual agreement between the OWNER and the BIDDER.

BIDDERS must satisfy themselves of the accuracy of the estimated quantities in the BID schedule by examination of the site and a review of the drawings and specifications including ADDENDA. After BIDS have been submitted, the BIDDER shall not assert that there was a misunderstanding concerning the quantities or of the nature of the equipment to be supplied.

The CONTRACT DOCUMENTS contain the provisions required for the performance of the CONTRACT. Information obtained from an officer, agent, or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the BIDDER or relieve the BIDDER from fulfilling any of the conditions of the CONTRACT.

The party to whom the CONTRACT is awarded will be required to execute the AGREEMENT within ten (10) calendar days from the date when NOTICE OF AWARD is delivered to the BIDDER. The NOTICE OF AWARD shall be accompanied by the necessary AGREEMENT forms. In case of failure of the BIDDER to execute the AGREEMENT, the OWNER may consider the BIDDER in default, and may award the contract to another bidder.

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

The NOTICE TO PROCEED shall be issued within ten (10) days of the execution of the AGREEMENT by the OWNER. Should there be reasons why the NOTICE TO PROCEED cannot be issued within such period; the time may be extended by mutual agreement between the OWNER AND BIDDER. If the NOTICE TO PROCEED has not been issued within the ten (10) day period or within the period mutually agreed upon, the BIDDER may terminate the AGREEMENT without further liability on the part of either party.

The OWNER may make such investigations as deemed necessary to determine the ability of the BIDDER to perform, and the BIDDER shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any BID if the evidence submitted by, or investigation of, such BIDDER fails to satisfy the OWNER that such BIDDER is properly qualified to carry out the obligations of the AGREEMENT.

A conditional or qualified BID will not be accepted. Award will be made to the lowest responsible BIDDER as determined by the total of the base bid with due consideration given to the overall capability, capacity, and past performance of the Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the CONTRACT throughout.

Each BIDDER is responsible for inspecting the site and for reading and being thoroughly familiar with the CONTRACT DOCUMENTS. The failure or omission of any BIDDER to do any of the foregoing shall in no way relieve any BIDDER from any obligation in respect to its BID.

BIDDERS are hereby notified that they are encouraged, to the greatest extent feasible, to purchase American-made equipment and products with funding provided under this award.

The ENGINEER is Monarch Engineering, Inc. The ENGINEER'S address is 556 Carlton Drive, Lawrenceburg, KY 40342

SPECIAL NOTES FOR BIDDERS

The Owner reserves the right to request and obtain information regarding the Bidder's financial status such as a financial statements or any other information relative to the financial capability of the Bidder

The Owner reserves the right to increase, reduce, or eliminate any of the quantities of the Bid Items. The complete Bid Schedule including Unit Price and Total Cost items shall be the basis for payment.

The Owner is sales tax exempt and therefore the bid shall not include sales tax. Legal documentation of this exemption will be provided by the Owner upon request.

No Bid, Performance, or Payment Bonds are required.

The Bidder shall provide with their Bid, the warranty and/or guarantee policy in writing with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

The Contract shall be awarded on the basis of the Base Bid with due consideration given to the overall capability, capacity, and past performance of the Bidder.

BID SUBMITTAL REFERENCE LIST

CUMBERLAND COUNTY WATER DISTRICT

WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

BID OPENING: JULY 11, 2025, 11:00 LOCAL TIME

JOB NAME	APPROXIMATE DATE OF COMPLETION	APPROXIMATE CONTRACT AMOUNT	NAME OF OWNER & CONTACT PERSON	NAME OF ARCHITECT/ENGINEER & CONTACT PERSON
JOB NO. 1				
JOB NO. 2				
JOB NO. 3				

BID

Proposal of _____ (hereinafter called "BIDDER"), organized and existing under the laws of the State of Kentucky doing business as a *, to the CUMBERLAND COUNTY WATER DISTRICT, (hereinafter called "OWNER").

In compliance with your ADVERTISEMENT FOR BIDS, BIDDER hereby proposes to supply equipment and materials as specified for the WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to begin supplying equipment under this CONTRACT on or before a date to be specified in the NOTICE TO PROCEED and to complete delivery of all equipment within 30 consecutive calendar days of the various milestone dates specified therein. BIDDER further agrees to pay as liquidated damages, the sum of $100.00 for each consecutive calendar day as provided in the GENERAL CONDITIONS.

BIDDER acknowledges receipt of the following ADDENDA:

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

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

BIDDER agrees to supply the equipment described in the CONTRACT DOCUMENTS for the following unit prices.

BID SCHEDULE

Note: BIDS shall include all applicable taxes and fees.

BASE BID CONTRACT

Item No.	Description	Quantity		Unit Price	Total Cost
1	Distribution Zone Metering (Q3 -2025)				
	A) 6-Inch x 18-Inch Long Ultrasonic Meter	1	EA	$ _____	$ _____
	B) 4-Inch x 14-Inch Long Ultrasonic Meter	7	EA	$ _____	$ _____
	C) 3-Inch x 12-Inch Long Ultrasonic Meter	1	EA	$ _____	$ _____
	D) Cellular Read Endpoint	18	EA	$ _____	$ _____
	E) AMI/SCADA Duplexer	1	LS	$ _____	$ _____
	F) Set Up & Training (Cellular Read System)	1	LS	$ _____	$ _____
	G) First Year Software, Data Plan & Support (Cellular Read System)	1	LS	$ _____	$ _____
		SUBTOTAL		$ _____	
2	Customer Radio Read Meters (Q3-2025)				
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	230	EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	2	EA	$ _____	$ _____
	C) Drive By Read System (Complete)	1	LS	$ _____	$ _____
	D) Set Up & Training (Radio Read System)	1	LS	$ _____	$ _____
	E) First Year Software & Support (Radio Read System)	1	LS	$ _____	$ _____
		SUBTOTAL		$ _____	

BASE BID CONTRACT - Continued

Item No.	Description	Quantity	Unit Price	Total Cost
3	Customer Radio Read Meters (Q4-2025)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
4	Customer Radio Read Meters (Q1-2026)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
5	Customer Radio Read Meters (Q2-2026)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
6	Customer Radio Read Meters (Q3-2026)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
7	Customer Radio Read Meters (Q4-2026)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____

BASE BID CONTRACT - Continued

Item No.	Description	Quantity	Unit Price	Total Cost
8	Customer Radio Read Meters (Q1-2027)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
9	Customer Radio Read Meters (Q2-2027)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
10	Customer Radio Read Meters (Q3-2027)			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	110 EA	$ _____	$ _____
	B) 1-Inch Ultrasonic Meter w/ Integrated Radio Read Endpoint	1 EA	$ _____	$ _____
		SUBTOTAL		$ _____
		TOTAL BASE BID		**$** _____

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

BIDDER understands that the OWNER reserves the right to reject and or all bids and to waive any informalities on the bidding.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 180 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, BIDDER will execute the formal contract attached within 10 days.

Respectfully submitted,

_____	_____	SEAL
Signature	Address	(if BID is by a Corporation)
_____	_____	
Title	Date	

NOTICE OF AWARD

Date: _____

To: _____

_____

_____

Project Description: WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

The OWNER has considered the BID submitted by you for the above described project in response to its ADVERTISEMENT FOR BIDS and INFORMATION FOR BIDDERS.

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

You are required by the INFORMATION FOR BIDDERS to execute the AGREEMENT within ten (10) calendar days from the date of this NOTICE to you.

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

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

Dated this _____ day of _____, 2025.

CUMBERLAND COUNTY WATER DISTRICT

By: _____
Troy Norris, Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____ this _____ day of _____, 2025.
(Supplier)

By: _____ Title: _____

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between the CUMBERLAND COUNTY WATER DISTRICT, hereinafter called "OWNER" and _____, doing business as a corporation hereinafter called "SUPPLIER". WITNESSETH: That for and in consideration of the payments and agreements herein after mentioned:

1. The SUPPLIER will commence and complete the delivery of equipment relative to the WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT.

2. The SUPPLIER will furnish all of the equipment, materials and supplies necessary for the completion of the CONTRACT as described herein.

3. The SUPPLIER will commence delivery of the equipment required by the CONTRACT DOCUMENTS within 30 calendar days after the date of the NOTICE TO PROCEED and will complete the same within 820 calendar days unless the period for completion of delivery is extended otherwise by the CONTRACT DOCUMENTS. Furthermore, the SUPPLIER will complete delivery of the equipment within 30 consecutive calendar days of the beginning of the calendar quarter as listed in the BID SCHEDULE.

4. The SUPPLIER agrees to provide all materials and equipment described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_____ or as shown in the BID SCHEDULE.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

(A) ADVERTISEMENT FOR BIDS

(B) INFORMATION FOR BIDDERS

(C) BID

(D) NOTICE OF AWARD

(E) AGREEMENT

(F) GENERAL CONDITIONS

~~(G) SUPPLEMENTAL GENERAL CONDITIONS~~

(H) NOTICE TO PROCEED

(I) CHANGE ORDER

~~(J) DRAWINGS, prepared by Monarch Engineering, Inc.~~

(K) SPECIFICATIONS, prepared by Monarch Engineering, Inc., dated June, 2025.

(L) ADDENDA:

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

No. _____, dated _____, 20 _____

6. The OWNER will pay to the SUPPLIER in the manner and at such times as set forth in the GENERAL CONDITIONS such amounts as required by the CONTRACT DOCUMENTS.

7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized official, this AGREEMENT in four copies each of which shall be deemed an original on the date first above written.

OWNER: CUMBERLAND COUNTY WATER DISTRICT

By: _____

Troy Norris, Chairman

(SEAL)

ATTEST:

_____

Name: _____

SUPPLIER:

_____

By: _____

Name: _____

Address: _____

_____

_____

(SEAL) ATTEST:

_____

Name: _____

NOTICE TO PROCEED

Date: _____

To: _____

_____

_____

Project Description: WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

You are hereby notified to commence delivery of equipment in accordance with the AGREEMENT dated _____, 2025 on or before _____, 2025, and you are to complete the delivery of materials & equipment within 820 consecutive calendar days thereafter. The date of completion of all equipment delivery is therefore _____, 2027. Furthermore, you are to complete delivery of equipment within 30 consecutive calendar days of the beginning of the calendar quarter as listed in the BID SCHEDULE.

CUMBERLAND COUNTY WATER DISTRICT

By: _____
Troy Norris, Chairman

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____ this _____ day of _____, 2025.
(Supplier)

By: _____ Title: _____

GENERAL CONDITIONS

1. DEFINITIONS

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

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

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

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

1.5 BONDS - Bid, Performance, and Payment Bonds and other instruments of surety, furnished by the CONTRACTOR and the CONTRACTOR'S surety in accordance with the CONTRACT DOCUMENTS.

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

1.7 CONTRACT DOCUMENTS - The contract, including Advertisement For BIDS, Information For BIDDERS, BID, BID BOND, Agreement, Payment BOND, Performance BOND, NOTICE OF AWARD, NOTICE TO PROCEED, CHANGE ORDER, DRAWINGS, SPECIFICATIONS, and ADDENDA.

1.8 CONTRACT PRICE - The total monies payable to the CONTRACTOR under the terms and conditions of the CONTRACT DOCUMENTS.

1.9 CONTRACT TIME - The number of calendar days stated in the CONTRACT DOCUMENTS for the completion of the WORK.

1.10 CONTRACTOR - The person, firm, or corporation with whom the OWNER has executed the Agreement.

1.11 DRAWINGS - The parts of the CONTRACT DOCUMENTS which show the characteristics and scope of the WORK to be performed and which have been prepared or approved by the ENGINEER.

1.12 ENGINEER - The person, firm, or corporation named as such in the CONTRACT DOCUMENTS.

1.13 FIELD ORDER - A written order effecting a change in the WORK not involving an adjustment in the CONTRACT PRICE or an extension of the CONTRACT TIME, issued by the ENGINEER to the CONTRACTOR during construction.

1.14 NOTICE OF AWARD - The written notice of the acceptance of the BID from the OWNER to the successful BIDDER.

1.15 NOTICE TO PROCEED - Written communication issued by the OWNER to the CONTRACTOR authorizing him/her to proceed with the WORK and establishing the date for commencement of the WORK.

1.16 OWNER - A public or quasi-public body or authority, corporation, association, partnership, or an individual for whom the WORK is to be performed.

1.17 PROJECT - The undertaking to be performed as provided in the CONTRACT DOCUMENTS.

1.18 RESIDENT PROJECT REPRESENTATIVE - The authorized representative of the OWNER who is assigned to the PROJECT site or any part thereof.

1.19 SHOP DRAWINGS - All drawings, diagrams, illustrations, brochures, schedules and other data which are prepared by the CONTRACTOR, a SUBCONTRACTOR, manufacturer, SUPPLIER or distributor, which illustrate how specific portions of the WORK shall be fabricated or installed.

1.20 SPECIFICATIONS - A part of the CONTRACT DOCUMENTS consisting of written descriptions of a technical nature of materials, equipment, construction systems, standards and workmanship.

1.21 SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with CONTRACTOR or with any other SUBCONTRACTOR for the performance of a part of the WORK at the site.

1.22 SUBSTANTIAL COMPLETION - That date certified by the ENGINEER when the construction of the PROJECT or a specified part thereof is sufficiently completed, in accordance with the CONTRACT DOCUMENTS, so that the PROJECT or specified part can be utilized for the purposes for which it is intended.

1.23 SUPPLEMENTAL GENERAL CONDITIONS - Modifications to General Conditions required by a Federal agency for participation in the PROJECT and approved by the agency in writing prior to inclusion in the CONTRACT DOCUMENTS, or such requirements that may be imposed by applicable state laws.

1.24 SUPPLIER - Any person or organization who supplies materials or equipment for the WORK, including that fabricated to a special design, but who does not perform labor at the site.

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

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

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

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

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

3. SCHEDULES, REPORTS AND RECORDS

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

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

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

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

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

4. DRAWINGS AND SPECIFICATIONS

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

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

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

5. SHOP DRAWINGS

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

5.2 When submitted for the ENGINEER's review, SHOP DRAWINGS shall bear the CONTRACTOR'S certification that he has reviewed, checked and approved the SHOP DRAWINGS and that they are in conformance with the requirements of the CONTRACT DOCUMENTS.

5.3 Portions of the WORK requiring a SHOP DRAWING or sample submission shall not begin until the SHOP DRAWING or submission has been approved by the ENGINEER. A copy of each approved SHOP DRAWING and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the ENGINEER.

6. MATERIALS, SERVICES AND FACILITIES

6.1 It is understood that, except as otherwise specifically stated in the CONTRACT DOCUMENTS, the CONTRACTOR shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, supervision, temporary construction of any nature, and all other services and facilities of any nature whatsoever necessary to execute, complete, and deliver the WORK within the specified time.

6.2 Materials and equipment shall be so stored as to insure the preservation of their quality and fitness for the WORK. Stored materials and equipment to be incorporated in the WORK shall be located so as to facilitate prompt inspection.

6.3 Manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer.

6.4 Materials, supplies, and equipment shall be in accordance with samples submitted by the CONTRACTOR and approved by the ENGINEER.

6.5 Materials, supplies, or equipment to be incorporated into the WORK shall not be purchased by the CONTRACTOR or the SUBCONTRACTOR subject to a chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller.

7. INSPECTION AND TESTING

7.1 All materials and equipment used in the construction of the PROJECT shall be subject to adequate inspection and testing in accordance with generally accepted standards, as required and defined in the CONTRACT DOCUMENTS.

7.2 The OWNER shall provide all inspection and testing services not required by the CONTRACT DOCUMENTS.

7.3 The CONTRACTOR shall provide at the CONTRACTOR'S expense the testing and inspection services required by the CONTRACT DOCUMENTS.

7.4 If the CONTRACT DOCUMENTS, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any WORK to specifically be inspected, tested, or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the ENGINEER timely notice of readiness. The CONTRACTOR will then furnish the ENGINEER the required certificates of inspection, testing or approval.

7.5 Inspections, tests, or approvals by the engineer or others shall not relieve the CONTRACTOR from the obligations to perform the WORK in accordance with the requirements of the CONTRACT DOCUMENTS.

7.6 The ENGINEER and the ENGINEER'S representatives will at all times have access to the WORK. In addition, authorized representatives and agents of any participating Federal or State agency shall be permitted to inspect all work, materials, payrolls, records or personnel, invoices of materials, and other relevant data and records. The CONTRACTOR will provide proper facilities for such access and observation of the WORK and also for any inspection or testing thereof.

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

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

8. SUBSTITUTIONS

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

9. PATENTS

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

10. SURVEYS, PERMITS, REGULATIONS

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

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

10.3 Permits and licenses of a temporary nature necessary for the prosecution of the WORK shall be secured and paid for by the CONTRACTOR unless otherwise stated in the SUPPLEMENTAL GENERAL CONDITIONS. Permits, licenses and easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by the OWNER, unless otherwise specified. The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the WORK as drawn and specified. If the CONTRACTOR observes that the CONTRACT DOCUMENTS are at variance therewith, the CONTRACTOR shall promptly notify the ENGINEER in writing, and any necessary changes shall be adjusted as provided in Section 13, CHANGES IN THE WORK.

11. PROTECTION OF WORK, PROPERTY, AND PERSONS

11.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the WORK. The CONTRACTOR will take all necessary precautions for the safety of, will provide the necessary precautions for the safety of, and will provide the necessary protection to prevent damage, injury or loss to all employees on the WORK and other persons who may be affected thereby, all the WORK and all materials or equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

11.2 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction. The CONTRACTOR will erect and maintain, as required by the conditions and progress of the WORK, all necessary safeguards for safety and protection. The CONTRACTOR will notify owners of adjacent utilities when prosecution of the WORK may affect them. The CONTRACTOR will remedy all damage, injury or loss to any property caused, directly or indirectly, in whole or part, by the CONTRACTOR, any SUBCONTRACTOR or anyone directly or indirectly employed by any of them or anyone directly or indirectly employed by any of them or anyone of whose acts any of them be liable, except damage or loss attributable to the fault of the CONTRACT DOCUMENTS or to the acts or omissions of the OWNER, of the ENGINEER or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of the CONTRACTOR.

11.3 In emergencies affecting the safety of persons or the WORK or property at the site or adjacent thereto, the CONTRACTOR, without special instructions or authorization from the ENGINEER or OWNER, shall act to prevent threatened damage, injury or loss. The CONTRACTOR will give the ENGINEER prompt WRITTEN NOTICE of any significant changes in the WORK or deviations from the CONTRACT DOCUMENTS caused thereby, and a CHANGE ORDER shall thereupon be issued covering the changes and deviations involved.

12. SUPERVISION BY CONTRACTOR

12.1 The CONTRACTOR will supervise and direct the WORK. He will be solely responsible for the means, methods, techniques, sequences and procedures of construction. The CONTRACTOR will employ and maintain on the WORK a qualified supervisor or superintendent who shall have been designated in writing by the CONTRACTOR as the CONTRACTOR'S representative at the site. The supervisor shall have full authority to act on behalf of the CONTRACTOR and all communications given to the supervisor shall be as binding as if given to the CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the WORK.

13. CHANGES IN THE WORK

13.1 The OWNER may at any time, as the need arises, order changes within the scope of the WORK without invalidating the Agreement. If such changes increase or decrease the amount due under the CONTRACT DOCUMENTS, or in the time required for performance of the WORK, an equitable adjustment shall be authorized by CHANGE ORDER.

13.2 The ENGINEER, also, may at any time, by issuing a FIELD ORDER, make changes in the details of the WORK. The CONTRACTOR shall proceed with the performance of any changes in the WORK so ordered by the ENGINEER unless the CONTRACTOR believes that such FIELD ORDER entitles the CONTRACTOR to a change in CONTRACT PRICE or TIME, or both, in which event the CONTRACTOR shall give the ENGINEER WRITTEN NOTICE thereof within seven (7) days after the receipt of the ordered change. Thereafter the CONTRACTOR shall document the basis for the change in CONTRACT PRICE or TIME within thirty (30) days. The CONTRACTOR shall not execute such changes pending the receipt of an executed CHANGE ORDER or further instruction from the OWNER.

14. CHANGES IN CONTRACT PRICE

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

a. Unit prices previously approved.

b. An agreed lump sum.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

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

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

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

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

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

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

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

16. CORRECTION OF WORK

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

16.2 All removal and replacement WORK shall be done at the CONTRACTOR'S expense. If the CONTRACTOR does not take action to remove such rejected WORK within ten (10) days after receipt of WRITTEN NOTICE, the OWNER may remove such WORK and store the materials at the expense of the CONTRACTOR.

17. SUBSURFACE CONDITIONS

17.1 The CONTRACTOR shall promptly, and before such conditions are disturbed, except in the event of an emergency, notify the OWNER by WRITTEN NOTICE of:

17.1.1 Subsurface or latent physical conditions at the site differing materially from those indicated in the CONTRACT DOCUMENTS; or

17.1.2 Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in WORK of the character provided for in the CONTRACT DOCUMENTS.

17.2 The OWNER shall promptly investigate the conditions, and if it is found that such conditions do so materially differ and cause an increase or decrease in the cost of, or in the time required for, performance of the WORK, an equitable adjustment shall be made and the CONTRACT DOCUMENTS shall be modified by a CHANGE ORDER. Any claim of the CONTRACTOR for adjustment hereunder shall not be allowed unless the required WRITTEN NOTICE has been given; provided that the OWNER may, if the OWNER determines the facts so justify, consider and adjust any such claims asserted before the date of final payment.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 The OWNER may suspend the WORK or any portion thereof for a period of not more than ninety days or such further time as agreed upon by the CONTRACTOR, by WRITTEN NOTICE to the CONTRACTOR and the ENGINEER which shall fix the date on which WORK shall be resumed. The CONTRACTOR will resume that WORK on the date so fixed. The CONTRACTOR will be allowed an increase in the CONTRACT PRICE or an extension of the CONTRACT TIME, or both, directly attributable to any suspension.

18.2 If the CONTRACTOR is adjudged a bankrupt or insolvent, or makes a general assignment for the benefit of its creditors, or if a trustee or receiver is appointed for the CONTRACTOR or for any of its property, or if CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or applicable laws, or repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or repeatedly fails to make prompt payments to SUBCONTRACTORS or for labor, materials or equipment or disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction of the WORK or disregards the authority of the ENGINEER, or otherwise violates any provision of the CONTRACT DOCUMENTS,

then the OWNER may, without prejudice to any other right or remedy and after giving the CONTRACTOR and its surety a minimum of ten (10) days from delivery of a WRITTEN NOTICE, terminate the services of the CONTRACTOR and take possession of the PROJECT and of all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR, and finish the WORK by whatever method the OWNER may deem expedient. In such case the CONTRACTOR shall not be entitled to receive any further payment until the WORK is finished. If the unpaid balance of the CONTRACT PRICE exceeds the direct and indirect costs of completing the PROJECT, including compensation for additional professional services, such excess SHALL BE PAID TO THE CONTRACTOR. If such costs exceed such unpaid balance, the CONTRACTOR will pay the difference to the OWNER. Such costs incurred by the OWNER will be determined by the ENGINEER and incorporated in a CHANGE ORDER.

18.3 Where the CONTRACTOR'S services have been so terminated by the OWNER, said termination shall not affect any right of the OWNER against the CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of monies by the OWNER due the CONTRACTOR will not release the CONTRACTOR from compliance with the CONTRACT DOCUMENTS.

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

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

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

19. PAYMENT TO CONTRACTOR

19.1 At least ten (10) days before each progress payment falls due (but not more often than once a month), the CONTRACTOR will submit to the ENGINEER a partial payment estimate filled out and signed by the CONTRACTOR covering the WORK performed during the period covered by the partial payment estimate and supported by such data as the ENGINEER may reasonably require. If payment is requested on the basis of materials and equipment not incorporated in the WORK but delivered and suitably stored at or near the site, the partial payment estimate shall also be accompanied by such supporting data, satisfactory to the OWNER, as will establish the OWNER'S title to the material and equipment and protect the OWNER'S interest therein, including applicable insurance. The ENGINEER will, within ten (10) days after receipt of each partial payment estimate, either indicate in writing approval of payment, and present the partial payment estimate to the OWNER, or return the partial payment estimate to the CONTRACTOR indicating in writing the reasons for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the partial payment estimate. The OWNER will, within ten (10) days of presentation of an approved partial payment estimate, pay the CONTRACTOR a progress payment on the basis of the approved partial payment estimate less the retainage. The retainage shall be an amount equal to 5% of said estimate. If at any time thereafter when the progress of the WORK is not satisfactory, additional amounts may be retained. Upon substantial completion of the work, any amount retained may be paid to the CONTRACTOR. When the WORK has been substantially completed except for WORK which cannot be completed because of weather conditions, lack of materials or other reasons which in the judgment of the OWNER are valid reasons for noncompletion, the OWNER may make additional payments, retaining at all times an amount sufficient to cover the estimated cost of the WORK still to be completed.

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

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

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

19.5 Upon completion and acceptance of the WORK, the ENGINEER shall issue a certificate attached to the final payment request that the WORK has been accepted under the conditions of the CONTRACT DOCUMENTS. The entire balance found to be due the CONTRACTOR, including the retained percentages, but except such sums as may be lawfully retained by the OWNER, shall be paid to the CONTRACTOR within thirty (30) days of completion and acceptance of the WORK.

19.6 The CONTRACTOR will indemnify and save the OWNER or the OWNER'S agents harmless from all claims growing out of the lawful demand of SUBCONTRACTORS, laborers, workmen, mechanics, materialmen, and furnishers of machinery and parts thereof, equipment, tools, and all supplies, incurred in the furtherance of the performance of the WORK. The CONTRACTOR shall, at the OWNER'S request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged, or waived. If the CONTRACTOR fails to do so the OWNER may, after having notified the CONTRACTOR, either pay unpaid bills or withhold from the CONTRACTOR'S unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the CONTRACTOR shall be resumed in accordance with the terms of the CONTRACT DOCUMENTS, but in no event shall the provisions of this sentence be construed to impose any obligations upon the OWNER to either the CONTRACTOR, the CONTRACTOR'S Surety, or any third party. In paying any unpaid bills of the CONTRACTOR, any payment so made by the OWNER shall be considered as a payment made under the CONTRACT DOCUMENTS by the OWNER to the CONTRACTOR and the OWNER shall not be liable to the CONTRACTOR for any such payments made in good faith.

19.7 If the OWNER fails to make payment thirty (30) days after approval by the ENGINEER, in addition to other remedies available to the CONTRACTOR, there shall be added to each such payment interest at the maximum legal rate commencing on the first day after said payment is due and continuing until the payment is received by the CONTRACTOR.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

20.1 The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specifically excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however,

final or otherwise, shall not release the CONTRACTOR or its sureties from any obligations under the CONTRACT DOCUMENTS or the Performance and Payment BONDS.

21. INSURANCE

21.1 The CONTRACTOR shall purchase and maintain such insurance as will protect it from claims set forth below which may arise out of, or result from, the CONTRACTOR'S execution of the WORK, whether such execution be by the CONTRACTOR, any SUBCONTRACTOR, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

21.1.1 Claims under workmen's compensation, disability benefit and other similar employee benefit acts;

21.1.2 Claims for damages because of bodily injury, occupational sickness or disease, or death of employees;

21.1.3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than employees;

21.1.4 Claims for damages insured by usual personal injury liability coverage which are sustained (1) by any person as a result of an offense directly or indirectly related to the employment of such person by the CONTRACTOR, or (2) by any other person; and

21.1.5 Claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom.

21.2 Certificates of Insurance acceptable to the OWNER shall be filed with the OWNER prior to commencement of the WORK. These Certificates shall contain a provision that coverages afforded under the policies will not be canceled unless at least fifteen (15) days prior WRITTEN NOTICE has been given to the OWNER.

21.3 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, Liability insurance as hereinafter specified:

21.3.1 CONTRACTOR'S General Public Liability and Property Damage Insurance including vehicle coverage issued to the CONTRACTOR and protecting the CONTRACTOR from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under the CONTRACT DOCUMENTS, whether such operations be by the CONTRACTOR or by any SUBCONTRACTOR employed by the CONTRACTOR or anyone directly or indirectly employed by the CONTRACTOR or by a SUBCONTRACTOR employed by the CONTRACTOR. Insurance shall be written with a limit of liability of not less than $500,000 for all damages arising out of bodily injury,

including death, at any time resulting therefrom, sustained by any one person in any one accident; and a limit of liability of not less than $500,000 aggregate for any such damages sustained by two or more persons in any one accident. Insurance shall be written with a limit of liability of not less than $200,000 for all property damage sustained by any one person in any one accident; and a limit of liability of not less than $200,000 aggregate for any such damage sustained by two or more persons in any one accident.

21.3.2 The CONTRACTOR shall acquire and maintain, if applicable, Fire and Extended Coverage insurance upon the PROJECT to the full insurable value thereof for the benefit of the OWNER, the CONTRACTOR, and SUBCONTRACTORS as their interest may appear. This provision shall in no way release the CONTRACTOR or CONTRACTOR'S surety from obligations under the CONTRACT DOCUMENTS to fully complete the PROJECT.

21.4 The CONTRACTOR shall procure and maintain, at the CONTRACTOR'S own expense, during the CONTRACT TIME, in accordance with the provisions of the laws of the state in which the WORK is performed, Workmen's Compensation Insurance, including occupational disease provisions, for all of the CONTRACTOR'S employees at the site of the PROJECT and in case any WORK is sublet, the CONTRACTOR shall require such SUBCONTRACTOR similarly to provide Workmen's Compensation Insurance, including occupational disease provisions for all of the latter's employees unless such employees are covered by the protection afforded by the CONTRACTOR. In case any class of employees engaged in hazardous work under this contract at the site of the PROJECT is not protected under Workmen's Compensation statue, the CONTRACTOR shall provide, and shall cause each SUBCONTRACTOR to provide, adequate and suitable insurance for the protection of its employees not otherwise protected.

21.5 The CONTRACTOR shall secure, if applicable, "All Risk" type Builder's Risk Insurance for WORK to be performed. Unless specifically authorized by the OWNER, the amount of such insurance shall not be less than the CONTRACT PRICE totaled in the BID. The policy shall cover not less than the losses due to fire, explosion, hail, lightning, vandalism, malicious mischief, wind, collapse, riot, aircraft, and smoke during the CONTRACT TIME, and until the WORK is accepted by the OWNER. The policy shall name as the insured the CONTRACTOR, and the OWNER.

22. CONTRACT SECURITY

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

business in the state in which the WORK is to be performed and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published in the Treasury Department Circular Number 570. The expense of these BONDS shall be borne by the CONTRACTOR. If at any time a surety on any such BOND is declared a bankrupt or loses its right to do business in the state in which the WORK is to be performed or is removed from the list of Surety Companies accepted on Federal Bonds, CONTRACTOR shall within ten (10) days after notice from the OWNER to do so, substitute an acceptable BOND (or BONDS) in such form and sum and signed by such other surety or sureties as may be satisfactory to the OWNER. The premiums on such BOND shall be paid by the CONTRACTOR. No further payment shall be deemed due nor shall be made until the new surety or sureties shall have furnished an acceptable BOND to the OWNER.

23. ASSIGNMENTS

23.1 Neither the CONTRACTOR nor the OWNER shall sell, transfer, assign, or otherwise dispose of the Contract or any portion thereof, or of any right, title or interest therein, or any obligations thereunder, without written consent of the other party.

24. INDEMNIFICATION

24.1 The CONTRACTOR will indemnify and hold harmless the OWNER and the ENGINEER and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the WORK, provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the CONTRACTOR, and SUBCONTRACTOR, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

24.2 In any and all claims against the OWNER or the ENGINEER, or any of their agents or employees, by any employee of the CONTRACTOR, any SUBCONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any SUBCONTRACTOR under workmen's compensation acts, disability benefit acts or other employee benefits acts.

24.3 The obligation of the CONTRACTOR under this paragraph shall not extend to the liability of the ENGINEER, its agents or employees arising out of the preparation or approval of maps, DRAWINGS, opinions, reports, surveys, CHANGE ORDERS, designs or SPECIFICATIONS.

25. SEPARATE CONTRACTS

25.1 The OWNER reserves the right to let other contracts in connection with this PROJECT. The CONTRACTOR shall afford other CONTRACTORS reasonable opportunity for the introduction and storage of their materials and the execution of their WORK, and shall properly connect and coordinate the WORK with theirs. If the proper execution or results of any part of the CONTRACTOR'S WORK depends upon the WORK of any other CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the ENGINEER any defects in such WORK that render it unsuitable for such proper execution and results.

25.2 The OWNER may perform additional WORK related to the PROJECT or the OWNER may let other contracts containing provisions similar to these. The CONTRACTOR will afford the other CONTRACTORS who are parties to such Contracts (or the OWNER, if the OWNER is performing the additional WORK) reasonable opportunity for the introduction and storage of materials and equipment and the execution of WORK, and shall properly connect and coordinate the WORK with theirs.

25.3 If the performance of additional WORK by other CONTRACTORS or the OWNER is not noted in the CONTRACT DOCUMENTS prior to the execution of the CONTRACT, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional WORK. If the CONTRACTOR believes that the performance of such additional WORK by the OWNER or others involves it in additional expense or entitles it to an extension of the CONTRACT TIME, the CONTRACTOR may make a claim thereof as provided in Sections 14 and 15.

26. SUBCONTRACTING

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

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

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

26.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the WORK to bind SUBCONTRACTORS to the CONTRACTOR by the terms of the CONTRACT DOCUMENTS insofar as applicable to

the WORK of SUBCONTRACTORS and to give the CONTRACTOR the same power as regards terminating any subcontract that the OWNER may exercise over the CONTRACTOR under any provision of the CONTRACT DOCUMENTS.

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

27. ENGINEER'S AUTHORITY

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

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

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

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

28. LAND AND RIGHTS-OF-WAY

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

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

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

29. GUARANTEE

29.1 The CONTRACTOR shall guarantee all materials and equipment furnished and WORK performed for a period of one (1) year from the date of SUBSTANTIAL COMPLETION. The CONTRACTOR warrants and guarantees for a period of one (1) year from the date of SUBSTANTIAL COMPLETION of the system that the completed system is free from all defects due to faulty materials or workmanship and the CONTRACTOR shall promptly make such corrections as may be necessary by reason of such defects including the repairs of any damage to other parts of the system resulting from such defects. The OWNER will give notice of observed defects with reasonable promptness. In the event that the CONTRACTOR should fail to make such repairs, adjustments, or other WORK that may be made necessary by such defects, the OWNER may do so and charge the CONTRACTOR the cost thereby incurred. The Performance BOND shall remain in full force and effect through the guarantee period.

30. ARBITRATION BY MUTUAL AGREEMENT

30.1 All claims, disputes, and other matters in question arising out of, or relating to, the CONTRACT DOCUMENTS or the breach thereof, except for claims which have been waived by making an acceptance of final payment as provided by Section 20, may be decided by arbitration if the parties mutually agree. Any agreement to arbitrate shall be specifically enforceable under the prevailing arbitration law. The award rendered by the arbitrators shall be final, and judgment may be entered upon it in any court having jurisdiction thereof.

30.2 Notice of the request for arbitration shall be filed in writing with the other party to the CONTRACT DOCUMENTS and a copy shall be filed with the ENGINEER. Request for arbitration shall in no event be made on any claim, dispute, or other matter in question which would be barred by the applicable statute of limitations.

30.3 The CONTRACTOR will carry on the WORK and maintain the progress schedule during any arbitration proceedings, unless otherwise mutually agreed in writing.

31. TAXES

31.1 The CONTRACTOR will pay all sales, consumer, use, and other similar taxes required by the laws of the place where the WORK is performed.

32. ENVIRONMENTAL REQUIREMENTS

The CONTRACTOR, when constructing a project involving trenching and/or other related earth excavation, shall comply with the following environmental constraints.

32.1 WETLANDS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT WETLANDS.

32.2 FLOODPLAINS - The CONTRACTOR, when disposing of excess, spoil, or other construction materials on public or private property, WILL NOT FILL IN or otherwise CONVERT 100 YEAR FLOODPLAIN areas delineated on the latest FEMA Floodplain Maps.

32.3 HISTORIC PRESERVATION - Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued by the PROJECT ENGINEER after consultation with the State Historic Preservation Officer (SHPO).

32.4 ENDANGERED SPECIES - The CONTRACTOR shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the CONTRACTOR, the CONTRACTOR will immediately report this evidence to the PROJECT ENGINEER. Construction shall be temporarily halted pending the notification process and further directions issued by the PROJECT ENGINEER after consultation with the U.S. Fish and Wildlife Service.

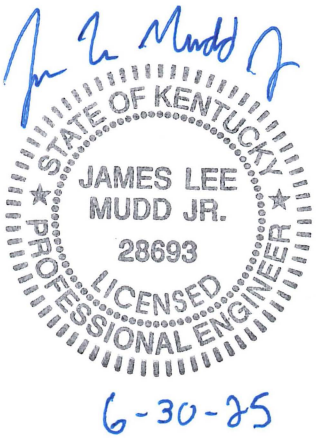
TECHNICAL SPECIFICATIONS

CUMBERLAND COUNTY WATER DISTRICT
CUMBERLAND COUNTY, KENTUCKY

WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT

PROJECT NO. 2372

JUNE 2025



Monarch Engineering, Inc.

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SECTION 1

RESIDENTIAL SOLID STATE WATER METERS & RF AUTOMATED METER READING SYSTEM

1.0 Work Included. The SUPPLIER shall provide and support an AMR System capable of meeting the current and future meter reading needs of the Owner. The scope involves, but is not limited to, providing and commissioning the system which includes software, hardware, and all necessary training and installation support. The reading equipment shall be capable of receiving meter readings while utilizing a handheld reading device and/or a mobile reading unit (collectively as "AMR" or "mobile").

The OWNER reserves the right to select the most qualified SUPPLIER to meet the OWNER's needs which may not be the lowest priced offering.

The System must have the capability to improve meter reading efficiency, increase meter reader safety, and provide data that facilitates resolution of customer bill complaints, water conservation initiatives, and distribution system management efforts.

The proposed System must be provided by the same company or an equity partner (specifics must be submitted with the proposal).

All System components furnished (software, reading equipment, RF MIUs, meters with absolute encoders) shall be produced from an ISO 9001 certified manufacturing facility.

1.1 Solid State Ultrasonic Cold Water Meters All cold water meters (solid-state meters 5/8" - 2") furnished shall be produced in a manufacturing facility whose QMS is ISO 9001 certified and meets or exceeds the accuracy requirements specified in the "Standard Specifications for Cold Water Meters" C715 latest revision issued by AWWA.

All solid-state water meters shall be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 and became effective January 2014.

TYPE

Only meters featuring ultrasonic solid-state metrology will be accepted because of enhanced low flow accuracy performance and extended accuracy over meter life.

MEASUREMENT TECHNOLOGY

The measurement technology shall be based on ultrasonic sensing featuring no moving parts. Magnetic type meters will not be considered.

SIZE, CAPACITY, LENGTH

The meter's size, capacity, and meter lengths shall be as specified in AWWA Standard C715 (latest revision).

MAINCASE

The meter maincase shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper. Plastic maincases or flow tubes are not acceptable as the spuds are susceptible to crossthreading or breaking during installation, or from pipe stress over time. Maincases such as coated steel that are susceptible to corrosion over time are not acceptable. Maincases that do not accommodate inline piping stresses, such as stainless steel or coated steel are not acceptable.

The Meter serial number should be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification.

All lead free maincases shall have a lifetime warranty and be free from manufacturing defects in workmanship and material.

All maincase screws or bolts shall be 316 non-magnetic stainless steel to prevent corrosion.

ELECTRONIC REGISTER

The meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter register shall provide a fully potted wire connection for use with AMR/AMI devices.

The meter register shall provide at least a 9-digit visual registration at the meter and provide an 8-digit meter reading for transmission through the RF AMR.

The meter register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through the RF AMR endpoint.

The meter register shall provide and display reverse flow detection on the LCD and provide remote leak detection through the RF AMR endpoint. Reverse flow detection shall be calculated based on 15-minute interval consumption.

The meter register should accumulate and register consumption without connecting to a receptacle or RF AMR/AMI MIU. The register shall display flow rate information (interleaved with the current meter reading).

The meter register shall provide an indication of days of zero consumption, communicated through the RF AMR endpoint.

The meter register shall provide empty pipe detection that is visibly displayed on the LCD.

The register shall subtract reverse flow from the total registration.

The register shall provide and display low battery detection on the LCD and provide remote low battery detection through the RF AMR endpoint.

The meter endpoint shall provide a minimum of 96 days of downloadable consumption data.

ENVIRONMENTAL

The meter must feature fully potted electronics and battery and be suitable for submersion in flooded pits.

The meter shall operate at a water temperature range of +33°F to + 122°F (+0.5°C to +50°C) and meet AWWA C715 accuracy specifications for water temperatures from 33° F to 122° F (0.5° to 50° C).

The meter shall operate at an ambient temperature range of +14°F to +149°F (-10°C to +65°C) and with a storage temperature of -40°F to +158°F (-40°C to +70°C).

PERFORMANCE

The meter shall exceed AWWA C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their facility.

MANUFACTURER

Solid-state meters shall be assembled and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter is manufactured in the United States.

Manufacturers shall be a member of AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States. The bidder must have a minimum of twenty (20) system references in the State of Kentucky.

INTEGRATED RF TRANSMITTER

The OWNER is seeking a SUPPLIER to supply an AMR solution. The RF unit shall be fully integrated into the meter.

TECHNOLOGY REQUIREMENT

The solid-state meter technology provided must be ultrasonic-based technology featuring continuous measurement (greater or equal to 4x per second) to ensure desired accuracy at low-end flows and during typical start/stop conditions. The meter shall not require any special modes for testing. The meter shall be able to pass an accuracy test as if it is a mechanical meter. When the water stops the meter must stop.

WARRANTY

The meter manufacture must cover the entire meter as a unit including the integrated RF AMR endpoint, battery, etc. Meters shall be warrantied with full replacement for a full ten (10) years from date of shipment with an additional ten (year) prorated warranty.

1.2 AMR System. The AMR System shall be comprised of RF MIUs, data collection devices, and host software. The System shall be capable of operating simultaneously in a walk-by (handheld), mobile (drive-by), full fixed network (permanently mounted data collectors), or any combination of these data collection methods without the need for reprogramming RF MIUs.

The transition from walk-by to mobile to fixed network shall be seamless and allow all meter reading methods to operate together simultaneously. MIUs shall transmit messages required for both mobile AND fixed network operation on an interleaved basis, allowing both mobile AND fixed network data collection capability at the same time. Systems with MIUs that must be configured or programed to operate in either one "mode" or the other will not be acceptable.

The System shall provide 8-digit meter reading resolution capability for encoders using Neptune E-Coder® or Sensus UI-1203 protocol in both mobile and fixed network data collection applications.

MOBILE AMR FUNCTIONALITY

When used as mobile AMR, the System shall provide 96 days of hourly consumption data storage at the MIU, retrievable from mobile data collection devices. Mobile data devices shall facilitate retrieval of consumption data for field presentment on a handheld-, laptop-, or Android-powered mobile device, as well as storage for later use with the host software application.

The System shall provide capability of mobile retrieval of individual off-cycle (specific date) reads as stored for 96 days in the MIU. Mobile data devices shall facilitate retrieval of off-cycle reads for field presentment on a handheld or Android powered mobile device, as well as storage for later use with the host software application.

1.3 Meter Interface Units (MIUs). Meters shall include integral RF MIUs which shall collect meter usage from an encoder meter register and shall transmit the meter reading and a unique ID number to the data collection device.

The MIUs must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with Neptune and Sensus-protocol (UI-1203) absolute encoder registers. MIUs shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field. The same RF MIUs must be capable of being read by a walk-by handheld computer equipped with an RF receiver, a mobile system with an RF receiver mounted in a vehicle, and a fixed network data collection system. This shall allow an easy migration between the three meter reading systems without any change to the MIU devices or revisiting the site.

The MIU shall log 96 days of hourly consumption data, available for retrieval via RF activation from the handheld data collection device.

ENCODER REGISTER – INTERGATED UNIT – PIT SET

The MIU shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded pit environment. For pit or vault applications, the MIU shall be designed with an internal antenna.

The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.

The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.

The radio circuit board and battery will be protected by a hard potting material.

The device shall be designed for and include an optional remote antenna capable of being installed through the industry-standard 1¾" hole in the pit lid for maximum transmission range. The optional through-the-lid antenna will be capable of mounting to various thicknesses of pit lids from ½" to 2½" and various distances from meters. The optional through-the-pit-lid antenna shall be rigid in design to withstand traffic and shall have a dual seal connection to the MIU housing.

The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

OPERATION SPECIFICATIONS

The MIU shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.

To minimize the potential for RF interference from other devices, the MIU shall transmit using the frequency hopping, spread-spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.

For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.

The System must be expandable at any time without getting authorization from the FCC.

No wake-up tone shall be necessary.

No MIU programming shall be necessary for installation.

The MIU shall provide 8-digit reading resolution from encoded registers using either Neptune E-Coder or Sensus UI-1203 protocol in mobile as well as fixed network data collection applications, simultaneously, without need for programming.

The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.

The MIU shall transmit readings from the encoder that are not older than 15 minutes.

The MIU shall transmit the meter reading continuously at a predetermined transmission interval.

The MIU shall transmit fixed network messages every 7½ minutes – standard. No programming shall be necessary to activate transmission of fixed network messages.

The fixed network message shall include multiple meter readings for redundancy to improve read success rates.

The MIU shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.

Power shall be supplied to the MIU by a lithium battery with capacitor. The SUPPLIER shall warrant that the MIUs shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the MIU is working under the environmental and meter reading conditions specified.

The number of radio-based meter reads performed must not affect the battery life.

The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).

The battery shall be a fully-potted component of the MIU with no external wires.

For reliability and meter reading integrity, the SUPPLIER shall be the sole manufacturer of the different components of the System (water meters, RF MIUs, meter reading equipment, and meter reading software) and provide a turnkey system offering to the OWNER.

In the event of a cut wire, the MIU shall not send the last good read as this can lead to mis-billing. The MIU shall transmit a trouble code in lieu of the meter reading. If wiring has been disconnected, a “non-reading” shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.

Each device shall have unique preprogrammed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer’s designation, and date of manufacture.

The MIU shall transmit the encoder meter reading and a unique MIU ID number.

The MIU shall interface to Neptune ARB® V, ProRead™, E-Coder, or Sensus UI-1203 communication protocol absolute encoder registers via a 3-conductor wire without need for special configuration of the MIU.

The MIU shall be mounted per the manufacturer's installation instructions.

The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.

The MIU RF signal shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration, programming of operation modes, or remanufacture.

1.4 Data Collection Devices. The System shall provide a means of communication between the MIU installed at the meter site and the host software. In the case of a mobile application, the data collection device must be a portable personal computer integrated to an RF receiver that can be installed in any vehicle. For the fixed network application, the data collection device must be an environmentally sealed control box able to adapt to various installation settings and must have the capability to receive, store, and communicate meter readings to the host software for further use and analysis.

1.4.1 Mobile Data Collection System. The mobile data collection device must be a portable, compact electronic system mountable in any vehicle. It must collect the data transmitted by the MIUs and store it onto a USB flash drive to be downloaded to the host computer at the OWNER's office.

The mobile data collection device shall be easily transportable from vehicle to vehicle or from vehicle to office.

HARDWARE SPECIFICATIONS

The key components of the mobile data collection device must consist of a portable personal computer (PPC), Tablet, or Smartphone, an integrated radio receiver unit, and remote rooftop magnet mount antenna.

The mobile data collection device must be easily installed in any vehicle that will drive to the field for meter reading. It must be mounted securely in the passenger seat with a standard seat belt. Through a 12V DC plug-in power cord, the unit must be powered from the vehicle's power supply (cigarette lighter).

The mobile data collection device must include a magnetic base antenna and the antenna cord as well as all necessary power and communication cables.

ENVIRONMENTAL CONDITIONS

The mobile data collection device must work in the following environmental conditions:

- Operating temperature: +32° to +122°F (0° to +50°C)
- Storage temperature: -40°F to +185°F (-40°C to +85°C)

- Operating humidity: 5 to 95% non-condensing relative humidity

MOBILE DATA COLLECTION SOFTWARE REQUIREMENTS

The software must be a dialog-based, intuitive, easy-to-use meter reading application.

After the meter reader starts the reading process, the software must be fully automated to collect the meter reading data received from the radio receiver unit and store it in an export file which can be used by the host software to update the mainframe route data. The System must support import/export via a USB flash drive.

The software shall be touchscreen-friendly and operate on Windows 8 or 8.1 pro tablet devices.

The software must have an option to wirelessly synchronize meter reading routes and reading data with the host software in real time or on demand.

Unit must be capable of optimizing the memory storage space by filtering out duplicate readings from the same MIU and keeping only the last reading received.

Each reading record must contain an MIU ID and a time stamp of the reading.

The software must have the option to provide found meter processing for new accounts.

The software must be capable of performing high/low tests on readings.

The software must provide a progress bar that provides route reading status for individual as well as all routes combined.

The software must support retrieval and graphing of 96 days of data logging intervals from the MIU.

The software must contain a test mode used to validate MIU installation. The test mode must provide MIU ID, reading, and flag status.

The software must have an option to geocode meter reading routes by address.

The software must allow a manual reading to be entered into the account record.

The software must allow freeform notes to be entered to record conditions in the field that require noting and may require an additional work order created to address at a later date.

The software must have a GIS mapping option powered by ESRI ArcGIS.

The software must have advanced filtering to allow the user to view route mapping data by conditions such as flag type/status, audit status, and read status.

The software must be capable of displaying meter points and read success and unread accounts via GIS mapping interface. The software must be capable of collecting the following information for the host to generate reports; leak detection, tamper detection, and backflow conditions.

The software must allow for GPS location tracking of the meter reading vehicle.

The software must allow for GPS breadcrumb tracking of the meter reading vehicle during the route reading process.

MOBILE DATA COLLECTION DEVICE PERFORMANCE REQUIREMENTS

The magnet mount antenna must be omni-directional and support a gain of 5 dB minimum.

The receiver utilized must operate with a minimum sensitivity of greater than 110 dBm.

The receiver module must process at minimum seventy-two (72) discreet channels across a 10 MHz bandwidth utilizing a digital signal processor capable of capturing eight (8) meter readings simultaneously from these channels.

The receiver module must operate with a dynamic range of greater than or equal to 100 dB with a message success rate greater than 50%.

The mobile data collection device must be able to maintain a minimum sustained processing rate of seventy (70) unique meter reading accounts per second.

The mobile data collection device must reject a minimum 45 dB of noise energy above the target message in adjacent channels.

The mobile data collection device must operate effectively at posted speed limits.

1.4.2 Fixed Network Functionality.

BASIC REQUIREMENTS

The fixed network functionality must be able to operate in parallel with other meter reading technologies such as walk-by, handheld, and mobile systems and utilize a common interface to the CIS/billing software system. The fixed network functionality must also support the migration of technologies (e.g., handheld to mobile, mobile to fixed network).

The fixed network functionality is comprised of two major components; data collection software and fixed network data collection units.

The fixed network functionality must be capable of automatically retrieving consumption information from the same MIUs being read by walk-by and mobile data collection devices to manage customer account and meter reading information, to provide usage analysis information, and to provide a flexible host interface to OWNER's CIS system.

The fixed network functionality must be capable of retrieving consumption information from MIUs via walkby, mobile drive-by, and fixed network data collection without the need for mode changes or reprogramming.

The host software must be capable of storing meter readings with the capability to store up to 96 readings per day per meter. The host software must also provide meter reading management reports, usage analysis reports (flow profiling, leak detection, tamper detection, and reverse flow conditions), off-cycle reads, and system management diagnostics. It must provide comprehensive coverage for all selected strategic commercial and industrial customers, including indoor, outside, and in pits/vaults, utilizing a single or hybrid technology solution. The network architecture should provide scalability and adequate bandwidth to provide hourly reading requirements.

The WAN architecture must be flexible to allow communications via common public communication networks such as CDMA and GSM cellular systems.

The fixed network functionality must utilize an unlicensed radio frequency band for LAN communications.

Network management tools must be available to properly monitor the performance of the system to ensure reliable data delivery to the OWNER for all billing and/or other customer service applications.

Both the fixed network WAN and host software shall remain the property of the OWNER. All costs associated with the ongoing operation of the system will be the responsibility of the OWNER.

The OWNER shall be responsible for the operation and maintenance of the fixed network functionality.

1.5 Android & Apple Application Requirements. The System shall have a mobile app compatible with Android & Apple mobile phones and tablets that enables retrieval of data logging and off-cycle read data as well as test functionality to validate MIU installations.

The app shall support graphing of retrieved data logging intervals with views supporting a week at a time, month at a time, and a day at a time (hourly intervals).

The app shall support sharing data logging reports and graphs with the homeowner or end consumer via e-mail from the phone or tablet.

The app shall provide a test function to validate MIU reception and also to obtain readings and flag status notifications.

The app shall provide a security key to prevent personnel not associated with the OWNER from installing the application.

1.6 AMI/AMR Utility Software Application Overview The utility software application must provide all the controls needed in the network for the essential functions of the metering data output received from the communication with field collection devices. The application must present this data within an intuitive user interface that is easy to interpret

and understand. It must integrate seamlessly with other third-party applications the OWNER utilizes such as CIS/billing software applications and work order management systems.

BASIC FUNCTIONALITY

The utility application shall have the capability of interfacing with the OWNERS's CIS/billing software through a file layout that meets the specifications provided by the systems SUPPLIER.

The application must have a method to import and export files for billing processes.

A method must be available for a user to specify the routes to be exported and for transferring files from the application to the billing system.

The application must be accessible through an internet web browser for accessibility anywhere.

The utility application must operate within a Microsoft Windows platform and is hosted by the systems SUPPLIER.

A geographical view of metering assets shall be available within the user interface.

The utility application must allow Mobile AMR and AMI networks metering processes to be run in parallel within a single user interface.

Graphical presentation of consumption data must be viewable within the user interface.

The application must have a method to display individual account consumption based on meter size, meter type and unit of measure.

Multiple levels of user security access must be available within the utility application.

A method to search for records matching an MIU ID, Account, Name, or Address must be available within the application.

The application must support meter readings (4-8 digits) and MIU ID numbers up to 10 digits.

All metering output data, such as leaks and reverse flow indications, shall be viewable within the application. Granular reporting shall be available that defines all accounts that have triggered the event.

The utility application shall display the top 10 consumers with the highest consumption within the user interface. A method to view additional high usage consumers should be available.

Reading performance reports and usage analysis capabilities shall be available within the utility application.

All available reports shall be exportable to Microsoft Excel or PDF formats.

The utility application shall present to the user the number of successful, unsuccessful and invalid readings.

1.7 Software-As-A-Service (SAAS). The OWNER requires a SUPPLIER that is responsible for ownership of the software and all associated hardware to operate the software. The OWNER shall only be responsible for the computers or laptops needed to access the applications via a web browser. The OWNER shall maintain ownership of all data received by the AMR system or the AMI network and shall be provided online access to all data during an active subscription. In the event the subscription terminates, the SUPPLIER shall provide the data to the OWNER in an agreed upon media format.

The SUPPLIER shall provide the following services to the OWNER during the subscription:

- The SAAS SUPPLIER must have a minimum of two years' experience providing hosting services within the water utility space.
- The SAAS subscription must cover all software patches, operating system updates, security and network monitoring, and platform preventive maintenance.
- The SUPPLIER shall provide the OWNER with a service level agreement that meets 99% application availability during business hours of operation, excluding corporate holidays.
- A disaster recovery plan for any failures at the managed services center to ensure continuity of the OWNER's data and continued access that meets agreed upon contract SLAs shall be provided by the SAAS SUPPLIER.
- The SAAS SUPPLIER must have a data backup strategy and process.
- A method of communicating or alerting the OWNER in the event of system failure or downtime must be provided by the SUPPLIER.
- The SUPPLIER shall have security and monitoring services in place that ensures the privacy and security of the OWNER's data.
- The SUPPLIER shall ensure that the data and all redundant data is housed in the country in which the OWNER resides.
- All data in transit to the cloud must be encrypted.

1.8 Training & Support An approved, detailed training plan must be developed by the SUPPLIER with approval by the OWNER based on results of pre-implementation meetings. The following are items to be determined during these meetings:

- Identify the training personnel and the employees to be trained.
- Identify training schedules for hardware, software, and complete system products.
- Define acceptance criteria for system deployment.

1.9 Support Service. The SUPPLIER shall have a customer support department. The customer support department is required to maintain a telephone help desk and must have the capability of continuing the support through the use of a service agreement. A list of required services to be provided by the help desk includes but is not limited to the following:

- Answer and resolve hardware/operation/maintenance questions and problems.
- Answer and resolve software operation questions and problems.
- Evaluate information for updates or revisions.
- Evaluate personnel for training needs.
- Perform additional on-site training or evaluation as needed.
- The help desk must be available on weekdays between 8:00 a.m. and 6:00 p.m. EST with after-hours numbers available as needed.

1.10 Installation & Training. Complete installation and operating instructions will be included for all supplied hardware and software equipment. The training must be supplied by the System manufacturer or approved VAR. Proposal must include any additional costs for training and assistance to install and begin operation of the System. The SUPPLIER will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for all hardware installation.

1.11 Performance Warranties. In evaluating bid submittals, warranty coverage will be considered. The SUPPLIER shall be required to state its warranty and/or guarantee policy in writing with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

1.12 System Maintenance Support. In addition to warranty periods, the SUPPLIER is required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software.

The SUPPLIER must offer multiple-year maintenance contracts, so the OWNER can take advantage of multi-year discounts.

The location of and procedures for obtaining such support shall be stated. A toll-free help desk number must be provided for system support.

1.13 SUPPLIER Qualifications. The SUPPLIER will have a minimum of thirty (30) years' experience with meter reading systems. The selected SUPPLIER shall be thoroughly versed in encoder meter and RF AMR/AMI technology and be a major supplier in the marketplace. The proposed System shall be manufactured and maintained by the selected SUPPLIER or an equity partner.

The SUPPLIER shall document which water meter manufacturers and models with which they are capable of interrogating with the proposed meter reading equipment.

A customer reference list shall be enclosed with the proposal.

SECTION 2

DISTRIBUTION ZONE SOLID STATE WATER METERS & CELLULAR AUTOMATED METER READING SYTEM

2.0 Work Included. The SUPPLIER shall provide and support a Cellular AMR System capable of meeting the current and future distribution zone meter reading needs of the Owner. The scope involves, but is not limited to, providing and commissioning the system which includes software, hardware, and all necessary training and installation support. The reading equipment shall be capable of receiving meter readings utilizing a cellular network.

The OWNER reserves the right to select the most qualified SUPPLIER to meet the OWNER's needs which may not be the lowest priced offering.

The proposed System must be provided by the same company or an equity partner (specifics must be submitted with the proposal).

All System components furnished (software, reading equipment, cellular MIUs, meters with absolute encoders) shall be produced from an ISO 9001 certified manufacturing facility.

2.1 Solid State Ultrasonic Cold Water Meters All cold water meters (solid-state meters 2" - 6") furnished shall be produced in a manufacturing facility whose QMS is ISO 9001 certified and meets or exceeds the accuracy requirements specified in the "Standard Specifications for Cold Water Meters" C715 latest revision issued by AWWA.

All solid-state water meters shall be compliant with NSF/ANSI 61, which exceeds the requirements of NSF/ANSI 372 and became effective January 2014.

TYPE

Only meters featuring ultrasonic solid-state metrology will be accepted because of enhanced low flow accuracy performance and extended accuracy over meter life.

The meter shall support replacing the electronic measurement assembly without having to recalibrate the meter or remove the meter from service.

MEASUREMENT TECHNOLOGY

The measurement technology shall be based on ultrasonic sensing featuring no moving parts. Magnetic type meters will not be considered.

SIZE, CAPACITY, LENGTH

The meter's size, capacity, and meter lengths shall be as specified in AWWA Standard C715 (latest revision).

MAINCASE

The meter maincase shall be cast from NSF/ANSI 61 certified lead free bronze alloy containing a minimum of 85% copper. Plastic maincases or flow tubes are not acceptable. Maincases such as coated steel that are susceptible to corrosion over time are not acceptable. Maincases that do not accommodate inline piping stresses, such as stainless steel or coated steel are not acceptable.

The Meter serial number should be displayed in a permanent location on the register. Meter markings shall indicate size, model, direction of flow, and NSF 61 certification.

All lead free maincases shall have a lifetime warranty and be free from manufacturing defects in workmanship and material.

All maincase screws or bolts shall be 316 non-magnetic stainless steel to prevent corrosion.

ELECTRONIC REGISTER

The meter electronic enclosure shall be constructed of a durable engineered composite designed to last the life of the meter. The meter register shall provide a fully potted wire connection for use with AMR/AMI devices.

The meter register shall provide at least a 9-digit visual registration at the meter and provide an 8-digit meter reading for transmission through the RF & Cellular AMR/AMI endpoint.

The meter register shall employ a visual LCD leak detection indicator as well as provide remote leak detection through the RF & Cellular AMR/AMI endpoint.

The meter register shall provide and display reverse flow detection on the LCD and provide remote leak detection through the RF & Cellular AMR/AMI endpoint. Reverse flow detection shall be calculated based on 15-minute interval consumption.

The meter register should accumulate and register consumption without connecting to a receptacle or RF & Cellular AMR/AMI endpoint. The register shall display flow rate information (interleaved with the current meter reading).

The meter register shall provide an indication of days of zero consumption, communicated through the RF & Cellular AMR/AMI endpoint.

The meter register shall provide empty pipe detection that is visibly displayed on the LCD.

The register shall subtract reverse flow from the total registration.

The register shall provide and display low battery detection on the LCD and provide remote low battery detection through the RF & Cellular AMR/AMI endpoint.

The meter endpoint shall provide a minimum of 96 days of downloadable consumption data.

ENVIRONMENTAL

The meter must feature fully potted electronics and battery and be suitable for submersion in flooded pits.

The meter shall operate at a water temperature range of +33°F to + 122°F (+0.5°C to +50°C) and meet AWWA C715 accuracy specifications for water temperatures from 33° F to 122° F (0.5° to 50° C).

The meter shall operate at an ambient temperature range of +14°F to +149°F (-10°C to +65°C) and with a storage temperature of -40°F to +158°F (-40°C to +70°C).

PERFORMANCE

The meter shall exceed AWWA C715 accuracy standards and warrant their published accuracy levels for the life of their meters. Each meter shipment must be accompanied by factory test data showing the accuracy of the meter as tested at their facility.

MANUFACTURER

Solid-state meters shall be assembled and tested within the United States. Manufacturers may be required to provide proof of where and what percentage of the meter is manufactured in the United States.

Manufacturers shall be a member of AWWA with a minimum of twenty-five (25) years of field and production experience in water measurement technologies and serving water utilities in the United States. The bidder must have a minimum of twenty (20) system references in the State of Kentucky.

INTEGRATED RF TRANSMITTER

The OWNER is seeking a SUPPLIER to supply an AMR solution. The RF unit shall be fully integrated into the meter.

TECHNOLOGY REQUIREMENT

The solid-state meter technology provided must be ultrasonic-based technology featuring continuous measurement (greater or equal to 4x per second) to ensure desired accuracy at low-end flows and during typical start/stop conditions. The meter shall not require any special modes for testing. The meter shall be able to pass an accuracy test as if it is a mechanical meter. When the water stops the meter must stop.

WARRANTY

The meter manufacture must cover the entire meter as a unit including the integrated RF AMR endpoint, battery, etc. Meters shall be warrantied with full replacement for a full ten (10) years from date of shipment with an additional ten (year) prorated warranty.

2.2 Cellular Network System. The Cellular Network System shall be comprised of Cellular MIUs and host software.

Meters deployed with Cellular MIU capability shall operate on the FirstNet/AT&T and/or Verizon cellular network to avoid interruption and signal obsolescence. The System shall provide hourly consumption interval data, time synchronized at the host meter reading software. The host software shall provide individual account consumption interval data displayed in graphical as well as tabular format, readily accessible to utility Customer Service Representatives to facilitate customer bill complaint resolution without the need for a truck roll.

The Cellular MIU system shall work seamlessly in conjunction with the radio frequency based mobile meters and host software. When deployed as a Cellular fixed network, the System shall provide priority alarm notification of potential leak and/or reverse flow events.

In addition to the cellular signal the Cellular MIU shall provide a radio signal so that it can be read locally with the same meter reading equipment as the radio based MIU's.

To eliminate additional wiring, fail points, and tamper, the Cellular MIU must be available in an integrated version inside of the meter's encoder register so the only connection is to the antenna.

2.3 Meter Interface Units (MIUs). Meters shall include Cellular MIUs which shall collect meter usage from an encoder meter register and shall transmit the meter reading and a unique ID number to the host software via cellular network.

The MIUs must be compact electronic devices connected to the water meters. They shall interrogate the encoder register and transmit the meter reading and other information to a remote reading device. They shall be compatible with Neptune and Sensus-protocol (UI-1203) absolute encoder registers. MIUs shall feature "auto detect" functionality to detect the type of encoder connected and shall not require reprogramming in the field. The same RF MIUs must be capable of being read by a walk-by handheld computer equipped with an RF receiver, a mobile system with an RF receiver mounted in a vehicle, and a fixed network data collection system. This shall allow an easy migration between the three meter reading systems without any change to the MIU devices or revisiting the site.

The MIU shall log 96 days of hourly consumption data, available for retrieval via RF activation from the handheld data collection device.

ENCODER REGISTER – INTERGATED UNIT – PIT SET

The MIU shall be sealed in a roll-sealed copper can and glass lens to allow for submersion in a flooded pit environment. For pit or vault applications, the MIU shall be designed with an internal antenna.

The device shall provide a location for a tamper-deterrent seal. Tampering with the device functions or connections shall not be possible without causing visible damage to the device exterior or to the seal.

The device shall be capable of operating at temperatures of -22°F to +149°F (-30°C to +65°C) and operating humidity factor of 0 to 100% condensing.

The radio circuit board and battery will be protected by a hard potting material.

The device shall be designed for and include an optional remote antenna capable of being installed through the industry-standard 1¾" hole in the pit lid for maximum transmission range. The optional through-the-lid antenna will be capable of mounting to various thicknesses of pit lids from ½" to 2½" and various distances from meters. The optional through-the-pit-lid antenna shall be rigid in design to withstand traffic and shall have a dual seal connection to the MIU housing.

The MIU device must be protected against static discharge without loss of data per IEC 801-2, issue 2.

OPERATION SPECIFICATIONS

The MIU shall operate within FCC Part 15.247 regulations for devices operating in the 902 MHz to 928 MHz unlicensed band. The output power of the devices will be governed by their conformance to these relevant FCC standards.

To minimize the potential for RF interference from other devices, the MIU shall transmit using the frequency hopping, spread-spectrum technique comprised of alternating pseudo-random frequencies within the 902 MHz to 928 MHz unlicensed band.

For ease of implementation, the System shall not require any special licensing, including licenses from the FCC. The System must, therefore, operate in the 902 MHz to 928 MHz unlicensed band.

The System must be expandable at any time without getting authorization from the FCC.

No wake-up tone shall be necessary.

No MIU programming shall be necessary for installation.

The MIU shall provide 8-digit reading resolution from encoded registers using either Neptune E-Coder or Sensus UI-1203 protocol in mobile as well as fixed network data collection applications, simultaneously, without need for programming.

The MIU shall read the encoded register at 15-minute intervals to provide accurate leak and reverse flow detection using 8-digit resolution reads.

The MIU shall transmit readings from the encoder that are not older than 15 minutes.

The MIU shall transmit the meter reading continuously at a predetermined transmission interval.

The MIU shall transmit fixed network messages every 7½ minutes – standard. No programming shall be necessary to activate transmission of fixed network messages.

The fixed network message shall include multiple meter readings for redundancy to improve read success rates.

The MIU shall transmit mobile messages every 14 seconds – standard. No programming shall be necessary to activate or revert to transmission of mobile messages.

Power shall be supplied to the MIU by a lithium battery with capacitor. The SUPPLIER shall warrant that the MIUs shall be free of manufacture and design defects for a period of twenty (20) years – the first ten (10) years from the date of shipment from factory without prorating and the second ten (10) years with prorating, as long as the MIU is working under the environmental and meter reading conditions specified.

The number of radio-based meter reads performed must not affect the battery life.

The battery life shall not be affected by outside erroneous wake-up tones (e.g., other water, gas, or electric utilities reading and therefore sending out a wake-up tone).

The battery shall be a fully-potted component of the MIU with no external wires.

For reliability and meter reading integrity, the SUPPLIER shall be the sole manufacturer of the different components of the System (water meters, RF MIUs, meter reading equipment, and meter reading software) and provide a turnkey system offering to the OWNER.

In the event of a cut wire, the MIU shall not send the last good read as this can lead to mis-billing. The MIU shall transmit a trouble code in lieu of the meter reading. If wiring has been disconnected, a "non-reading" shall be provided indicating wire tamper; a reading that gives the last available reading is an incorrect reading.

Each device shall have unique preprogrammed identification numbers of ten (10) characters. ID numbers will be permanent and shall not be altered. Each device shall be labeled with the ID number in numeric and barcode form. The label shall also display FCC approval information, manufacturer's designation, and date of manufacture.

The MIU shall transmit the encoder meter reading and a unique MIU ID number.

The MIU shall interface to Neptune ARB® V, ProRead™, E-Coder, or Sensus UI-1203 communication protocol absolute encoder registers via a 3-conductor wire without need for special configuration of the MIU.

The MIU shall be mounted per the manufacturer's installation instructions.

The handheld reading equipment shall provide a test mode to verify proper operation of the MIU by displaying the MIU ID number and meter reading.

The MIU RF signal shall be capable of being received by either a handheld receiver, mobile receiver, or fixed network receiver without special configuration, programming of operation modes, or remanufacture.

2.4 AMI/AMR Utility Software Application Overview The utility software application must provide all the controls needed in the network for the essential functions of the metering data output received from the communication with field collection devices. The application must present this data within an intuitive user interface that is easy to interpret and understand. It must integrate seamlessly with other third-party applications the OWNER utilizes such as CIS/billing software applications and work order management systems.

BASIC FUNCTIONALITY

The utility application shall have the capability of interfacing with the OWNERS's CIS/billing software through a file layout that meets the specifications provided by the systems SUPPLIER.

The application must have a method to import and export files for billing processes.

A method must be available for a user to specify the routes to be exported and for transferring files from the application to the billing system.

The application must be accessible through an internet web browser for accessibility anywhere.

The utility application must operate within a Microsoft Windows platform and is hosted by the systems SUPPLIER.

A geographical view of metering assets shall be available within the user interface.

The utility application must allow Mobile AMR and AMI networks metering processes to be run in parallel within a single user interface.

Graphical presentation of consumption data must be viewable within the user interface.

The application must have a method to display individual account consumption based on meter size, meter type and unit of measure.

Multiple levels of user security access must be available within the utility application.

A method to search for records matching an MIU ID, Account, Name, or Address must be available within the application.

The application must support meter readings (4-8 digits) and MIU ID numbers up to 10 digits.

All metering output data, such as leaks and reverse flow indications, shall be viewable within the application. Granular reporting shall be available that defines all accounts that have triggered the event.

The utility application shall display the top 10 consumers with the highest consumption within the user interface. A method to view additional high usage consumers should be available.

Reading performance reports and usage analysis capabilities shall be available within the utility application.

All available reports shall be exportable to Microsoft Excel or PDF formats.

The utility application shall present to the user the number of successful, unsuccessful and invalid readings.

2.5 Software-As-A-Service (SAAS). The OWNER requires a SUPPLIER that is responsible for ownership of the software and all associated hardware to operate the software. The OWNER shall only be responsible for the computers or laptops needed to access the applications via a web browser. The OWNER shall maintain ownership of all data received by the AMR system or the AMI network and shall be provided online access to all data during an active subscription. In the event the subscription terminates, the SUPPLIER shall provide the data to the OWNER in an agreed upon media format.

The SUPPLIER shall provide the following services to the OWNER during the subscription:

- The SAAS SUPPLIER must have a minimum of two years' experience providing hosting services within the water utility space.
- The SAAS subscription must cover all software patches, operating system updates, security and network monitoring, and platform preventive maintenance.
- The SUPPLIER shall provide the OWNER with a service level agreement that meets 99% application availability during business hours of operation, excluding corporate holidays.
- A disaster recovery plan for any failures at the managed services center to ensure continuity of the OWNER's data and continued access that meets agreed upon contract SLAs shall be provided by the SAAS SUPPLIER.
- The SAAS SUPPLIER must have a data backup strategy and process.
- A method of communicating or alerting the OWNER in the event of system failure or downtime must be provided by the SUPPLIER.
- The SUPPLIER shall have security and monitoring services in place that ensures the privacy and security of the OWNER's data.
- The SUPPLIER shall ensure that the data and all redundant data is housed in the country in which the OWNER resides.
- All data in transit to the cloud must be encrypted.

2.6 Training & Support An approved, detailed training plan must be developed by the SUPPLIER with approval by the OWNER based on results of pre-implementation meetings. The following are items to be determined during these meetings:

- Identify the training personnel and the employees to be trained.
- Identify training schedules for hardware, software, and complete system products.
- Define acceptance criteria for system deployment.

2.7 Support Service. The SUPPLIER shall have a customer support department. The customer support department is required to maintain a telephone help desk and must have the capability of continuing the support through the use of a service agreement. A list of required services to be provided by the help desk includes but is not limited to the following:

- Answer and resolve hardware/operation/maintenance questions and problems.
- Answer and resolve software operation questions and problems.
- Evaluate information for updates or revisions.
- Evaluate personnel for training needs.
- Perform additional on-site training or evaluation as needed.
- The help desk must be available on weekdays between 8:00 a.m. and 6:00 p.m. EST with after-hours numbers available as needed.

2.8 Installation & Training. Complete installation and operating instructions will be included for all supplied hardware and software equipment. The training must be supplied by the System manufacturer or approved VAR. Proposal must include any additional costs for training and assistance to install and begin operation of the System. The SUPPLIER will also inform the customer of what pre-installation activities are to be completed and what support material will be needed for all hardware installation.

2.9 Performance Warranties. In evaluating bid submittals, warranty coverage will be considered. The SUPPLIER shall be required to state its warranty and/or guarantee policy in writing with respect to each item of proposed equipment. The procedure for submitting warranty claims must also be provided.

2.10 System Maintenance Support. In addition to warranty periods, the SUPPLIER is required to supply information on required or optional maintenance programs beyond the warranty period for both hardware and software.

The SUPPLIER must offer multiple-year maintenance contracts, so the OWNER can take advantage of multi-year discounts.

The location of and procedures for obtaining such support shall be stated. A toll-free help desk number must be provided for system support.

2.11 SUPPLIER Qualifications. The SUPPLIER will have a minimum of thirty (30) years' experience with meter reading systems. The selected SUPPLIER shall be thoroughly versed in encoder meter and RF AMR/AMI technology and be a major supplier in the marketplace. The proposed System shall be manufactured and maintained by the selected SUPPLIER or an equity partner.

The SUPPLIER shall document which water meter manufacturers and models with which they are capable of interrogating with the proposed meter reading equipment.

A customer reference list shall be enclosed with the proposal.

EXHIBIT B

BID TABULATION
WATER LOSS REDUCTION IMPROVEMENTS – METERING EQUIPMENT SUPPLY CONTRACT

MONARCH ENGINEERING, INC.
556 Carlton Drive
Lawrenceburg, KY 40342
Phone (502) 839-1310
Fax (502) 839-1373

BID TABULATIONS
CUMBERLAND COUNTY WATER DISTRICT
WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT
CUMBERLAND COUNTY, KENTUCKY
BID DATE: JULY 11, 2025 @ 11:00 A.M. LOCAL TIME

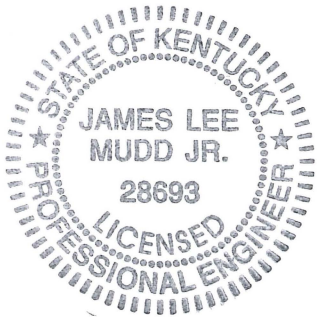
ITEM NO.	DESCRIPTION	QUANTITY	Neptune Equipment Company, LLC * 12125 Ellington Ct. Cincinnati, OH 45249 UNIT PRICE	TOTAL COST
	BASE BID CONTRACT			
1	**Distribution Zone Metering (Q3-2025)**			
	A) 6-Inch x 18-Inch Long Ultrasonic Meter	1 EA	$6,740.00	$6,740.00
	B) 4-Inch x 14-Inch Long Ultrasonic Meter	7 EA	3,990.00	*27,930.00
	C) 3-Inch x 12-Inch Long Ultrasonic Meter	1 EA	3,090.00	3,090.00
	D) Cellular Read Endpoint	18 EA	192.00	3,456.00
	E) AMI / SCADA Duplexer	1 LS	212.00	212.00
	F) Set Up & Training (Cellular Read System)	1 LS	4,000.00	4,000.00
	G) First Year Software, Data Plan & Support			
	(Cellular Read System)	1 LS	360.00	360.00
	SUBTOTAL			**$45,788.00**
2	**Customer Radio Read Meters (Q3-2025)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/Intefrated Radio Read Endpoint	230 EA	282.00	64,860.00
	B)1-Inch Ultrasonic Meter w/ Integrated Radio			
	Read Endpoint	2 EA	990.00	1,980.00
	C) Drive By Read System (Complete)	1 LS	11,710.00	11,710.00
	D) Set Up & Training (Radio Read System)	1 LS	0.00	0.00
	E) First Year Software & Support			
	(Radio Read System)	1 LS	1,300.00	1,300.00
	SUBTOTAL			**$79,850.00**
	TOTAL BASE BID - Continued			

THE ABOVE IS A TRUE AND COMPLETE TABULATION OF BIDS RECEIVED AT 11:00 A.M. LOCAL TIME, FRIDAY, JULY 11, 2025 AT THE CUMBERLAND COUNTY WATER DISTRICT.

* DENOTES AN ARITHMETIC ERROR WAS MADE ON BASE BID, AMOUNT HAS BEEN CORRECTED TO REFLECT UNIT PRICE SUBMITTED.

BY: James Lee Mudd, Jr., P.E.

7-14-25
Date



Project No. 2372

MONARCH ENGINEERING, INC.
556 Carlton Drive
Lawrenceburg, KY 40342
Phone (502) 839-1310
Fax (502) 839-1373

BID TABULATIONS
CUMBERLAND COUNTY WATER DISTRICT
WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT
CUMBERLAND COUNTY, KENTUCKY
BID DATE: JULY 11, 2025 @ 11:00 A.M. LOCAL TIME

			Neptune Equipment Company, LLC ✱ **12125 Ellington Ct.** **Cincinnati, OH 45249**	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
	BASE BID CONTRACT - Continued			
3	**Customer Radio Read Meter (Q4-2025)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	$282.00	$31,020.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	990.00	990.00
	SUBTOTAL			**$32,010.00**
4	**Customer Radio Read Meters (Q1-2026)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	302.00	33,220.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,050.00	1,050.00
	SUBTOTAL			**$34,270.00**
5	**Customer Radio Read Meters (Q2-2026)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	302.00	33,220.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,050.00	1,050.00
	SUBTOTAL			**$34,270.00**
	TOTAL BASE BID - Continued			

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Lawrenceburg, KY 40342
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Fax (502) 839-1373

BID TABULATIONS
CUMBERLAND COUNTY WATER DISTRICT
WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT
CUMBERLAND COUNTY, KENTUCKY
BID DATE: JULY 11, 2025 @ 11:00 A.M. LOCAL TIME

			Neptune Equipment Company, LLC ✱ **12125 Ellington Ct.** **Cincinnati, OH 45249**	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
	BASE BID CONTRACT - Continued			
6	**Customer Radio Read Meter (Q3-2026)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	$302.00	$33,220.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,092.00	1,092.00
	SUBTOTAL			**$34,312.00**
7	**Customer Radio Read Meters (Q4-2026)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	302.00	33,220.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,092.00	1,092.00
	SUBTOTAL			**$34,312.00**
8	**Customer Radio Read Meters (Q1-2027)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	330.00	36,300.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,092.00	1,092.00
	SUBTOTAL			**$37,392.00**
	TOTAL BASE BID - Continued			

MONARCH ENGINEERING, INC.
556 Carlton Drive
Lawrenceburg, KY 40342
Phone (502) 839-1310
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BID TABULATIONS
CUMBERLAND COUNTY WATER DISTRICT
WATER LOSS REDUCTION IMPROVEMENTS
METERING EQUIPMENT SUPPLY CONTRACT
CUMBERLAND COUNTY, KENTUCKY
BID DATE: JULY 11, 2025 @ 11:00 A.M. LOCAL TIME

			Neptune Equipment Company, LLC ✱ **12125 Ellington Ct.** **Cincinnati, OH 45249**	
ITEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL COST
	BASE BID CONTRACT - Continued			
9	**Customer Radio Read Meter (Q2-2027)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	$330.00	$36,300.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,155.00	1,155.00
	SUBTOTAL			**37,455.00**
10	**Customer Radio Read Meters (Q3-2027)**			
	A) 5/8-Inch x 3/4-Inch Ultrasonic Meter			
	w/ Integrated Radio Read Endpoint	110 EA	$330.00	$36,300.00
	B) 1-Inch Ultrasonic Meter w/			
	Integrated Radio Read Endpoint	1 EA	1,155.00	1,155.00
	SUBTOTAL			**37,455.00**
	TOTAL BASE BID			**$407,114.00**

EXHIBIT C

AUTHORIZING RESOLUTION OF THE CUMBERLAND COUNTY WATER DISTRICT

RESOLUTION OF THE
CUMBERLAND COUNTY WATER DISTRICT

WHEREAS, the Cumberland County Water District, Burkesville, Kentucky after having been approved by the Kentucky Public Service Commission (KY PSC) to collect a surcharge amount from its customers on a monthly basis for a period of 48 months, or until $386,460 has been assessed, whichever occurs first, and that no expenditures of surcharge proceeds can be made without KY PSC approval, it is HEREBY RESOLVED AS FOLLOWS:

a) The Cumberland County Water District approves to accept the lone bid submitted relative to the Water Loss Reduction Improvements – Metering Equipment Supply Contract, that being submitted by the Neptune Equipment Company, Inc. (NECO Water) and thereafter to award a contract to NECO water for the amount of their bid, less Bid Item No. 10, Customer Radio Read Meter Equipment (Q3 – 2027), for a total contract value of $369,659.00, pending approval from KY PSC for expenditures of surcharge proceeds relative to that contract.

b) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $45,851.00 for Distribution Zone Meter Equipment (Q3 – 2025), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

c) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $79,850.00 for Customer Radio Read Meter Equipment (Q3 – 2025), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

d) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $32,010.00 for Customer Radio Read Meter Equipment (Q4 – 2025), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

e) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $34,270.00 for Customer Radio Read Meter Equipment (Q1 – 2026), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

f) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $34,270.00 for Customer Radio Read Meter Equipment (Q2 – 2026), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

g) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $34,312.00 for Customer Radio Read Meter Equipment (Q3 – 2026), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

h) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $34,312.00 for Customer Radio Read Meter Equipment (Q4 – 2026), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

i) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $37,392.00 for Customer Radio Read Meter Equipment (Q1 – 2027), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

j) The Cumberland County Water District approves a request to KY PSC for approval of expenditures of surcharge proceeds to NECO Water in the amount of $37,455.00 for Customer Radio Read Meter Equipment (Q2 – 2027), and thereafter, if approved by KY PSC, payment to NECO Water in that amount when due.

k) The Cumberland County Water District's General Manager is authorized to file the request with KY PSC for expenditures of surcharge proceeds, as outlined herein, soon as possible.

SO RESOLVED, this the 14th day of July, 2025.

Signed:

Troy Norris, Chairman

Attest:

Eric Carver, Secretary