COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC APPLICATION OF EAST CLARK COUNTY WATER DISTRICT FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY AND FINANCING OF THE MT. STERLING ROAD AND KY 89 WATER LINE REPLACEMENT PROJECT	**)**	**CASE NO. 2025-00261**

VERIFIED APPLICATION

Pursuant to KRS 278.020(1), KRS 278.300, and 807 KAR 5:001, East Clark County Water District ("East Clark District") applies to the Public Service Commission ("Commission") for an Order by **November 13, 2025**, authorizing East Clark District to execute an Assistance Agreement with the Kentucky Infrastructure Authority ("KIA") to borrow an amount not to exceed **$841,383** and granting a certificate of public convenience and necessity ("CPCN") for the Mt. Sterling Road and KY 89 Water Line Upgrade Project ("Mt. Sterling Road and KY 89 Project" or "the Project"), which consists of replacing approximately 10,500 total linear feet of water line ranging in diameter from 3-inch to 8-inch and all necessary appurtenances, along Mt. Sterling Road, KY 89, and Hilltop Drive, with a combination of new class 250 polyvinyl chloride ("PVC") water line and high density polyethylene water line.

Because the bids to complete the Project will expire **on Thursday, November 20, 2025,** the District respectfully requests that the Commission issue a decision in this matter by Thursday **November 13, 2025.** In support of its Application,[1] East Clark District provides the following:

A. General Information

1. The full name and address of East Clark District is East Clark County Water District, 118 Hopkins Lane, Winchester, Kentucky 40391, and its e-mail address is wballard@eccwater.org

2. Copies of all orders, pleadings and other communications related to this proceeding[2] should be directed to:

William Ballard
District Manager
118 Hopkins Lane
Winchester, Kentucky 40391
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wballard@eccwater.org

Tina C. Frederick
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[1] To facilitate the Commission's initial review of this Application, East Clark District has attached to this Application **Exhibit 1,** a "Filings Requirements List" that consists of four pages, lists each statutory and regulatory requirement for an application for a certificate of public convenience and necessity and authorization to issue evidence of indebtedness and identifies the exhibit or paragraph that satisfies the requirement.

[2] On July 31, 2025, pursuant to 807 KAR 5:001, Section 8, East Clark District notified the Commission of its election of the use of electronic filing procedures for this proceeding.

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3. East Clark District is not a corporation, limited liability company or limited partnership. It has no articles of incorporation or partnership agreements.

4. East Clark District is a water district created under the provisions of KRS Chapter 74 by the Clark County Fiscal Court.

5. As of December 31, 2024, East Clark District provided retail water service to approximately 2,743 customers in Clark County, Kentucky.[3]

6. East Clark District is engaged in the distribution and sale of water. East Clark District does not produce its own water, but rather purchases water from the city of Winchester, Kentucky and Kentucky American Water Company. The District owns and operates three pumping stations, two elevated water storage tanks, and approximately 1,067,946 feet of distribution lines.

7. A copy of the resolution of East Clark District's Board of Commissioners authorizing the filing of this application is attached as **Exhibit 2** of this Application.

[3] *Annual Report of East Clark District Water District to the Kentucky Public Service Commission for the Calendar Year Ended December 31, 2024* ("*2024 Annual Report*") at 12 and 49.

B. The Mt. Sterling Road and Ky 89 Water Line Upgrade Project

8. **Overview of the Project.** East Clark District is proposing to replace some of the oldest water lines in its system with new water lines having a higher pressure-rating. The old lines are experiencing leaks and breaks that cause service disruptions. East Clark District will replace its older lines with pipe having a class 250 pressure-rating in order to more effectively utilize the pumping capacity of its Muddy Creek Booster Pump Station without over pressurizing the mains downstream from the pump station.

9. **Location of the Project.** The Project consists of replacing water lines along two sections of Mt. Sterling Road (U.S. 60). One section lies north of I-64 and southwest of the I-64/Mt. Sterling Road interchange in northeastern Clark County. The other section includes the water lines in the area of the I-64/Mt. Sterling Road interchange and those to the east of the interchange. In addition to replacing water lines along these sections of Mt. Sterling Road, the Project will also replace water lines along a section of KY 89 (Irvine Road) between Veterans Memorial Parkway and Rocky Top Lane. A map of the general Project area is attached as **Exhibit 3**. Additional detailed maps of the specific sections of the Project are included in **Exhibit 8**, Plans, Specifications, and Drawings.

10. **Need to Replace Water Lines along Mt. Sterling Road**. The lines in the Mt. Sterling Road area were installed from the late 1980's through 1991. The

rock that was used to bed and to cover the lines was rock that was produced from trenching the area in which the lines were laid. Although this "cut and fill" method was thought to be an acceptable practice at the time, experience has shown that utilizing cut rock in this manner increases the likelihood of water line breaks. The excavated rock was not crushed or further processed to smooth its surfaces before it was used to provide a bed and a cover for the water lines. Therefore, sharp edges on the rock wear away at the PVC water line, eventually causing line breaks.

East Clark District's incidences of water line breaks are infrequent, as evidenced by the District's 2024 reported water loss of 11.26 percent.[4] However, East Clark District's records indicate that there have been five water main breaks in the Mt. Sterling Road area in the last decade. These breaks are responsible for over 38 hours of service interruption for approximately 30 customers. Further, East Clark District's highest annual water loss in the last decade was 18.24 percent in 2021, the year in which East Clark District experienced two main breaks in the Mt. Sterling Road area. As the water lines in this area continue to age and the rock covering them is subject to shifting and vibration, it is expected that the water main breaks will continue to occur. Records of line breaks in the Project area from 2014 through 2024 and the record of a major line break occurring in 2020 one-half mile from the Project area are attached to this Application as **Exhibit 4**.

[4] 2024 Annual Report at 57.

11. **Need to Replace Water Lines along KY 89.** The water lines in the KY 89 section of the Project date to approximately 1980 and are pressure-rated class 160 pipe. Class 160 pipe is designed for low pressure applications. This pipe is not designed to carry water under the high-pressure conditions needed for East Clark District to fill its KY Highway 15 Storage Tank as rapidly as the pumps at the Muddy Creek Booster Pump Station are capable of filling it. East Clark District needs water lines with a higher pressure-rating to fully utilize the pumping capacity of its booster pump station and fill its KY Highway 15 Storage Tank as quickly as possible. If East Clark District were to pump water at the full pumping capacity of its Muddy Creek Booster Pump Station without upgrading the water lines in the area, it would risk damaging the water lines and causing burst lines. Water lines under pressure in excess of that which they are designed to handle are subject to burst and leak.

The ability to fill the KY 15 Storage Tank more quickly will benefit East Clark District's customers especially in the peak usage months of summer. Water usage increases in the summer months, thereby draining storage tanks more rapidly. Being able to fully utilize the pumping capacity of its pump station will enable East Clark District to replenish its storage at times of peak demand.

12. Attached to this Application as **Exhibit 5** is the verified written direct testimony of Mr. Willaim Ballard, Manager of East Clark District. Mr. Ballard

provides additional details concerning the necessity of the Project and the alternatives considered by East Clark District.

13. **Alternative Considered**. East Clark District considered forgoing replacement and upgrading of the water lines in the Project area in favor of continuing reactive repair as breaks occur. However, this alternative subjects East Clark District and its customers to unplanned and unpredictable service interruptions. East Clark District reasonably expects the number of main breaks in the Mt. Sterling Road area to increase in the coming years due to the aging of the pipe and the nature of the rock providing a bed and covering for the lines. As the lines age and the sharp rock shifts due to changes in surface pressure and shifting due to vibration, the rock will continue to wear away at the surface of the pipe and result in line breaks. East Clark District believes it is in the best interest of its customers to address the issue with a planned replacement before customers are burdened with additional service outages.

14. **Second Alternative**. Another alternative East Clark District considered was forgoing the opportunity to upgrade the existing water lines to a higher pressure-class of pipe. However, this would have left East Clark District with two options: (1) utilize the pumping station at its optimum capacity and subject the downstream lines to ruptures in the KY 89 area; or (2) under-utilize the pumping capacity of the pump station and forego the ability to fill the KY 15 Storage Tank more quickly. East Clark

District desires to utilize its pumps at the optimum capacity of its Muddy Creek Pump Station and fill its storage tank as quickly as possible.

15. **Engineering Report.** The Final Engineering Report for the proposed Mt. Sterling Road and KY 89 Water Line Upgrade Project was developed by Bell Engineering and is attached to this Application as **Exhibit 6.** No Preliminary Engineering Report was prepared for this project.

16. **Plans and Specifications.** The contract specifications are attached to this Application as **Exhibit 7.** A copy of the Plans, Specifications and Drawings for the proposed Project signed, sealed, and dated by an engineer registered in Kentucky are filed separately as **Exhibit 8.**

17. **Proposed Financing for Proposed Construction.** East Clark District proposes to finance the Project with **$748,617** of Cleaner Water Program ("CWP") grant funds from CWP Grant 22CWW028 and a **$841,383** KIA loan ("KIA Loan B25-008).

18. **Division of Water.** The Kentucky Division of Water ("KDOW") has reviewed the plans for the proposed Mt. Sterling Road and KY 89 Water Line Upgrade Project and has approved them with respect to the sanitary features of design. A copy of the letter in which KDOW stated its approval is attached to this Application as **Exhibit 9.**

19. **Kentucky Department of Highways.** The Kentucky Department of Highways has issued East Clark District an Encroachment Permit for the Project. It is attached to this Application as **Exhibit 10**.

20. **Easements.** East Clark District has obtained all easements necessary to complete the Project.

21. **Advertisement for Bids.** In accordance with KRS 424.260, East Clark District caused the publication of an advertisement for bids for construction of the Mt. Sterling Road and KY 89 Project in the June 18, 2025 edition of the *The Lexington Herald-Leader*. Proof of publication of this advertisement is attached to this Application as **Exhibit 11**.

22. **Bids Received.** The District received four (4) bids to complete the Mt. Sterling Road and KY 89 Project. The **$850,176.54** bid of H&B Construction ("H&B") of Winchester, Kentucky was selected as the lowest and best bid. A copy of the Project Engineer's Recommendation of Award Letter is attached as **Exhibit 12.**

23. **Board Resolution.** On July 21, 2025, East Clark District's Board of Commissioners adopted a resolution awarding a contract to construct the Project to H&B contingent upon the Commission authorizing the District to execute an Assistance Agreement with KIA for KIA Loan B25-008 and issuing a CPCN for the Project. A copy of the Resolution is attached as **Exhibit 13.**

24. **Estimated Cost to Construct.** The estimated cost to construct the Project is **$1,590,000** including administrative costs and contingencies. **Exhibit 14** contains a breakdown of the estimated costs.

25. **Estimated Annual Cost to Operate.** East Clark District estimates that there will be a slight reduction in its annual cost to operate the upgraded water lines. The Project does not include increasing the diameter of the water lines, only increasing their pressure-rating. This increase in pressure-rating of the lines will enable the Muddy Creek Pump Station to operate at a more efficient capacity, thereby reducing the number of hours the pump station is in operation by approximately 30 percent. East Clark District does not expect to increase the amount of water flowing into this area of its system because the lines will be replaced with lines of the same diameter. A table depicting the break-down of current and estimated post-replacement costs to operate is attached to this Application as **Exhibit 15**.

26. **Competition with Other Public Utilities.** The proposed Project will not compete with the facilities of another public utility. There is no other water distribution system located in the area of the Project. Its construction will not result in wasteful duplication of utility facilities or inefficient investment.

C. Authorization to Execute Assistance Agreement

27. To finance the proposed Project, East Clark District proposes to enter into an Assistance Agreement with KIA for KIA Loan B25-008 to borrow an amount

not to exceed $841,383 from the Infrastructure Revolving Fund ("Fund B"). The proposed loan will bear interest at a rate of 2.25 percent per annum and must be repaid over a period not to exceed 20 years from the date of the last draw of funds. Interest on the proposed loan will accrue from the time East Clark District begins drawing funds from KIA. The proposed loan will be secured by a pledge of East Clark District's revenues. A loan servicing fee of 0.20 percent of the outstanding loan balance will also be assessed semi-annually. An amortization schedule for the proposed loan is attached to this Application as **Exhibit 16.** Payments on the proposed loan will begin six months after funds are first drawn. A copy of the KIA Conditional Commitment Letter issued April 4, 2025 in relation to the $841,383 Fund B loan is attached as **Exhibit 17**.

28. East Clark District also plans to finance a portion of the proposed Project using $748,617 of CWP grant funds from CWP Grant 22CWW028. A copy of the Grant Assistance Agreement for 22CWW028 is attached to this Application as **Exhibit 18.**

29. Because of the favorable bids received, the Project Budget (Exhibit 14) contains $425,823 for contingencies. Unless there are unexpected change orders during construction of the Project, there will be loan funds remaining after the Project is complete. East Clark District is evaluating other smaller projects to determine which, if any of these projects merit construction with the remaining

funds. If East Clark identifies any such project, it will file a CPCN Application for approval to construct such a Project.

30. The proposed loan will **not** require East Clark District to seek an immediate rate adjustment.

31. East Clark District does not propose to issue any stock or bonds.

32. No proceeds from the proposed Assistance Agreement will be used to refund any outstanding obligation.

33. In the immediate past calendar year (the 12-month period ending December 31, 2024), East Clark District had less than $5,000,000 in gross annual revenues.

34. Pursuant to 807 KAR 5:001, Section 12(1)(b), and Section 18, East Clark District includes with this Application **Exhibit 19,** a copy of East Clark District's most recent annual report on file with the Commission, the 2024 Annual Report.

35. **Exhibit 19,** the 2024 Annual Report contains a detailed income statement and balance sheet for the 12-month period ending December 31, 2024, as required by 807 KAR 5:001, Section 12(2)(i), and the Bond information required by 807 KAR 5:001, Section 12(2)(e).

36. No material changes in East Clark District's operations have occurred since December 31, 2024.

37. Since the amendment of 807 KAR 5:001, Section 12 in 2014,[5] the Commission has consistently accepted the use of a utility's most recently filed annual report as a financial exhibit provided that the utility had less than $5,000,000 in gross annual revenue in the immediate past calendar year and the application contains a statement that no material changes have occurred since the end of that 12-month period.[6]

38. East Clark District has no outstanding mortgages.

39. East Clark District has two outstanding notes (KRWFC Series 2010C Bonds and KRWRC Series 2011C Bonds) as shown on the 2024 Annual Report pages 41 and 42.[7]

40. East Clark District has no authorized, issued, or outstanding stock.

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[5] 40 Ky. Admin. Reg. 686, 690 (Sept. 2013) (creating an exception to financial exhibit requirements for utilities with gross annual revenues of less than $5,000,000); 40 Ky. Admin Reg 1109, 1113 (final version of amended regulation)

[6] *See, e.g.*, *Electronic Application of Knox County Utility Commission for Authorization to Execute An Assistance Agreement with the Kentucky Infrastructure Authority and for A Certificate of Public Convenience and Necessity to Construct the Barbourville Connection-KY 225 Project*, Case No. 2023-00003 (Ky. PSC filed Jan. 30, 2023); *Electronic Application of McCreary County Water District for Authorization to Execute A Supplemental Assistance Agreement with the Kentucky Infrastructure Authority to Increase the Amount Borrowed Under An Existing Assistance Agreement and for Approval of Changes To A Plan of Construction*, Case No. 2022-00247 (Ky. PSC filed Aug. 18, 2022); *Electronic Application of Morgan County Water District for the Issuance of A Certificate of Public Convenience and Necessity to Construct A Water System Improvements Project and An Order Authorizing the Issuance of Securities Pursuant to the Provisions of KRS 278.020, KRS 278.300, and 807 KAR 5:001*, Case No. 202200245 (Ky. PSC filed Aug. 9, 2022); *Electronic Application of the Adair County Water District for the Issuance of A Certificate of Public Convenience and Necessity to Construct A Water System Improvements Project and An Order Authorizing the Issuance of Securities Pursuant to the Provisions of KRS 278.020, KRS 278.300 and 807 KAR 5:001*, Case No. 2021-00176 (Ky. PSC Apr. 27, 2021); *Electronic Application of the Adair County Water District for the Issuance of A Certificate of Public Convenience and Necessity to Construct Sewer System Improvements Project and An Order Authorizing the Issuance of Securities Pursuant to the Provisions of KRS 278.020, KRS 278.300 and 807 KAR 5:001*, Case No. 2021-00156 (Ky. PSC Apr. 14, 2021).

[7] Exhibit 19.

41. East Clark District has paid no dividends in the five previous fiscal years.

42. East Clark District proposes to secure KIA Loan B25-008 with a pledge of revenues from its water operations.

43. A copy of East Clark District's written notification to the State Local Debt Officer is included as **Exhibit 20.**

44. A detailed estimate of the acquired property, arranged according to the Uniform System of Accounts for Class A and B Water Districts and Associations is attached to this Application as **Exhibit 21.**

45. The execution of an Assistance Agreement with KIA to borrow $841,383 is for a lawful objective within East Clark District's corporate purposes; is necessary, appropriate for, and consistent with East Clark District's proper performance of its service to the public; and will not impair East Clark District's ability to perform that service; and is reasonably necessary and appropriate for such purpose.

46. The bids to complete the Project expire on November 20, 2025. Therefore, East Clark District respectfully requests a decision by Thursday**, November 13, 2025,** to permit it time to prepare the Notice of Award and for the Bidder to obtain its Payment and Performance Bonds.

Wherefore, East Clark District Water District requests that the Commission:

1. Place this Application at the head of the Commission's docket, pursuant to KRS 278.300(2), and issue a decision in this matter by **November 13, 2025.**

2. Grant East Clark District a CPCN to construct the Mt. Sterling Road and KY 89 Water Line Upgrade Project.

3. Authorize East Clark District to enter into and execute an Assistance Agreement with KIA to borrow a sum no greater than $841,383.

4. Grant any and all such other relief to which East Clark District may be entitled.

Dated: September 4, 2025

Respectfully submitted,

/s/ Tina C. Frederick
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Counsel for East Clark Water District

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF CLARK)

The undersigned, Teddy Paul Marcum, being duly sworn, deposes and states that he is the Chairman of the Board of Commissioners of East Clark County Water District, the Applicant in the above proceeding; that he has read this Application and has noted its contents; that the same is true of his own knowledge, except as to matters which are therein stated on information or belief, and to those matters, he believes same to be true.

IN TESTIMONY WHEREOF, witness the signature of the undersigned on this 3 day of September 2025

Teddy Paul Marcum

Teddy Paul Marcum
Chairman, Board of Commissioners
East Clark County Water District

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 3 day of September 2025.

Anita Castle

Notary Public

My Commission Expires: 3/11/27

Notary ID: KYNP67857

CERTIFICATE OF SERVICE

In accordance with the Commission's Order of July 22, 2021 in Case No. 2020-00085 (Electronic Emergency Docket Related to the Novel Coronavirus COVID-19), this is to certify that the electronic filing has been transmitted to the Commission on September 4, 2025; and that there are currently no parties in this proceeding that the Commission has excused from participation by electronic means.

/s/ Tina C. Frederick
Tina Frederick

Table of Exhibits
Case No. 2025-00261

Exhibit No.	Description
1	Filings Requirements
2	Board Resolution Authorizing Application
3	Project Area Map
4	Record of Line Breaks Mt. Sterling Road 2014-2021 and I-64 2020
5	Verified Written Direct Testimony of William Ballard
6	Final Engineering Report
7	Contract Specifications
8	Plans, Specifications, and Drawings (Filed Separately)
9	Division of Water Approval
10	Department of Highways Encroachment Permit
11	Affidavit of Publication
12	Engineer's Recommendation of Award Letter
13	Board Resolution Awarding Contract
14	Estimated Cost to Construct the Project
15	Estimated Annual Cost to Operate
16	KIA Loan Amortization Schedule
17	KIA Loan Conditional Commitment Letter

Exhibit No.	Description
18	Assistance Agreement for Grant 22CWW028
19	East Clark District 2024 Annual Report
20	Written Notification to State Local Debt Officer
21	Estimate of Acquired Property

Exhibit 1

Filings Requirements

FILING REQUIREMENTS

FILING REQUIREMENTS FOR AN APPLICATION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY

The Mt. Sterling Road & KY 89 Water Line Upgrade Project

2025-00261

Source Authority	Requirement	Location
807 KAR 5:001, § 14(1)	Applicant's name, mailing address and e-mail address	Page 2, Para 1
807 KAR 5:001, § 14(1)	Statutory Reference – KRS 278.020	Page 1
807 KAR 5:001, § 4(3)	Signature of Applicant's Attorney	Page 15
807 KAR 5:001, § 4(3)	Name, Address, Telephone Number, Fax Number, and e-mail address of Applicant's Attorney	Page 2-3, Para 2
807 KAR 5:001, § 14(2)	If Applicant is corporation: State and date of incorporation, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, Para 3 **Not Applicable**
807 KAR 5:001, § 14(3)	If Applicant is a limited liability company: State and date of organization, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, Para 3 **Not Applicable**
807 KAR 5:001, § 14(4)	If the Applicant is a limited partnership: a certified copy of limited partnership agreement and all amendments or statement identifying prior Commission proceedings in which limited partnership agreement and all amendments filed	Page 3, Para 3 **Not Applicable**
807 KAR 5:001, § 15(2)(a)	The facts relied upon to show that the public convenience and necessity requires the proposed construction	Pages 4-8, Paras 8-14 Exhibits 4 & 5
807 KAR 5:001, § 15(2)(b)	Copies of franchises or permits for the proposed construction or extension	Pages 8 & 9, Paras 18 & 19 Exhibits 9 & 10
807 KAR 5:001, § 15(2)(c)	A full description of the proposed location, route, or routes of the proposed construction or extension, including a description of the manner in which same will be constructed, and the names of all public utilities, corporations, or persons with whom the proposed construction or extension is likely to compete	Page 4, Para 9 Page 10, Para 26 Exhibits 3,6,7, & 8

Source Authority	Requirement	Location
807 KAR 5:001, § 15(2)(d)(1)	Maps to suitable scale showing the location or route of the proposed construction or extension, as well as the location to scale of like facilities owned by others located anywhere within the map area with adequate identification as to the ownership of the other facilities (Only one copy submitted pursuant to Commission order of July 28, 2017)	Exhibits 3, 6, & 8
807 KAR 5:001, § 15(2)(d)(2)	Plans and specifications and drawings of the proposed plant, equipment, and facilities	Exhibit 8
807 KAR 5:001, § 15(2)(e)	The manner in detail in which the Applicant proposes to finance the proposed construction or extension.	Page 8 Para 17 Pages 10 & 11, Paras 27 & 28 Exhibits 16, 17 & 18
807 KAR 5:001, § 15(2)(f)	An estimated annual cost of operation after the proposed facilities are placed into service	Page 10, Para 25 Exhibit 15
KRS 322.340	Engineering plans, specifications, drawings, plats and reports for the proposed construction or extension prepared by a registered engineer, must be signed, sealed, and dated by an engineer registered in Kentucky	Page 8, Paras 15 & 16 Exhibits 6 & 8

FILING REQUIREMENTS
FILING REQUIREMENTS FOR AN APPLICATION FOR AUTHORITY TO ISSUE EVIDENCE OF INDEBTEDNESS

KIA Loan B25-008
Mt. Sterling Road & KY 89 Water Line Upgrade Project

Source Authority	Requirement	Location
807 KAR 5:001, § 14(1)	Applicant's name, mailing address and e-mail address	Page 2, Para 1
807 KAR 5:001, § 14(1)	Statutory Reference – KRS 278.300	Page 1
807 KAR 5:001, § 4(3)	Signature of Applicant's Attorney	Page 15
807 KAR 5:001, § 4(3)	Name, Address, Telephone Number, Fax Number, and e-mail address of Applicant's Attorney	Page 2-3, Para 2
807 KAR 5:001, § 14(2)	If Applicant is corporation: State and date of incorporation, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, Para 3 **Not Applicable**
807 KAR 5:001, § 14(3)	If Applicant is a limited liability company: State and date of organization, attestation of good standing in state of incorporation, statement regarding authorization to transact business in Kentucky	Page 3, Para 3 **Not Applicable**
807 KAR 5:001, § 14(4)	If the Applicant is a limited partnership: a certified copy of limited partnership agreement and all amendments or statement identifying prior Commission proceedings in which limited partnership agreement and all amendments filed	Page 3, Para 3 **Not Applicable**
KRS 278.300(2)	Application is made under oath and signed on utility's behalf by its president, or by a vice president, auditor, comptroller or other executive officer having knowledge of the matters set forth and duly designated by the utility	Page S-1, (Following Page 15)
807 KAR 5:001, § 18(1)(a)	Information required by 807 KAR 5:001, § 14	See Above
807 KAR 5:001, § 18(1)(b)	Description of Applicant's property and the field of its operation	Page 3, Para 5-6
807 KAR 5:001, § 18(1)(c)	Description of amount and kinds of stock to be issued	**Not Applicable**
807 KAR 5:001, § 18(1)(c)	Description of amount, terms and interest rate of bond or note	Pages 10 & 11 Paras 27 & 28
807 KAR 5:001, § 18(1)(c)	Description of how bond or note will be secured	Page 14, Para 42
807 KAR 5:001, § 18(1)(d)	Statement of how proceeds are to be used	Pages 4-6, Paras 10 & 11 Page 11, Para 29 Page 12, Para 32

Source Authority	Requirement	Location
807 KAR 5:001, § 18(1)(e)	If proceeds will be used to acquire, construct, improve, or extend property: a detailed description of property and all contracts	Page 1 Pages 4-6, Paras 8-11 Exhibits 6,7,8
807 KAR 5:001, § 18(1)(f)	Requirements if proceeds are to refund outstanding obligations	Page 12, Para 32 **Not Applicable**
807 KAR 5:001, § 18(1)(g)	Applicant's written notification to state local debt officer regarding proposed issuance	Page 14, Para 43 Exhibit 20
807 KAR 5:001, § 18(2)(a) 807 KAR 5:001, § 12(1)(b)	Financial Exhibit	Pages 12-14, Paras 33-41 Exhibit 19
807 KAR 5:001, § 18(2)(b)	Copies of trust deeds or mortgages	Page 13, Para 38 **Not Applicable**
807 KAR 5:001, § 12(2)(c)	If property acquired: maps and plans of property	Exhibits 3,6, & 8
807 KAR 5:001, § 12(2)(c)	If property acquired: detailed estimates by USOA account number	Page 14, Para 44 Exhibit 21

Exhibit 2

Board Resolution Authorizing Application

RESOLUTION NO. 2025-07-02

RESOLUTION OF EAST CLARK COUNTY WATER DISTRICT AUTHORIZING DISTRICT CHAIRMAN TO APPLY TO THE KENTUCKY PUBLIC SERVICE COMMISSION FOR A CERTIFICATE OF PUBLIC CONVENIENCE AND NECESSITY TO CONSTRUCT A WATER LINE REPLACEMENT PROJECT AND AUTHORIZATION TO ISSUE AN EVIDENCE OF INDEBTEDNESS

WHEREAS, East Clark County Water District ("the District") is a water district organized pursuant to the provisions of KRS Chapter 74;

WHEREAS, KRS 278.015 provides that a water district is a utility and is subject to the jurisdiction of the Kentucky Public Service Commission (the "Commission") in the same manner and to the same extent as any other utility;

WHEREAS, KRS 278.020(1) prohibits any utility from commencing the construction of any plant or facility or installing any equipment to provide utility service, except for that in the ordinary course of business, until that utility has obtained a certificate of public convenience and necessity (the "CPCN") from the Commission;

WHEREAS, the District proposes to replace approximately 10,500 linear feet of water line ranging in diameter from 3-inch to 8-inch and all necessary appurtenances, along with reconnection of certain existing meter settings and installation of certain new meter settings and service lines along Mt. Sterling Road and KY Highway 89 ("the Mt. Sterling Road and KY 89 Water Line Upgrade Project" or the "Project");

WHEREAS, the District proposes to partially finance the Project with the proceeds of a $841,383 loan from the Infrastructure Revolving Loan Fund ("KIA Loan B25-008") from the Kentucky Infrastructure Authority ("KIA");

WHEREAS, the District must execute an Assistance Agreement with KIA to obtain KIA Loan B25-008;

WHEREAS, KRS 278.300(1) requires a utility to obtain authorization from the Commission prior to issuing any evidence of indebtedness, including executing an Assistance Agreement with KIA;

WHEREAS, the District has engaged the services of Bell Engineering ("Bell") to serve as consulting engineers for the Project. Bell has designed the Project and will perform the usual and customary duties of consulting engineers, including Construction Administration and Inspection Services; and

WHEREAS, the District has, or soon will have, obtained all the necessary approvals to construct the Project, except for a CPCN and approval to execute the Assistance Agreement with KIA.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EAST CLARK COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

Section 2. The Chairman is authorized and directed to take any and all actions reasonably necessary to prepare, execute, and submit an application to the Commission for a CPCN to construct the Project and approval to execute the Assistance Agreement with KIA.

Section 3. This Resolution shall take effect upon its adoption.

Adopted by the Board of Commissioners of East Clark County Water District at a meeting held on July 21, 2025, signed by the Chairman and attested by the Secretary.

EAST CLARK COUNTY WATER DISTRICT

By: _____
Teddy Paul Marcum, Chairman

ATTEST:

_____
Kenneth Segress, Secretary

CERTIFICATION

The undersigned Secretary of East Clark County Water District (the "District") does hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District's Board of Commissioners at a meeting properly held on July 21, 2025, signed by the Chairman of the Board of Commissioners, attested by the Secretary of the Board of Commissioners, and now in full force and effect.

WITNESS my hand this 21st day of July 2025.

_____
Kenneth Segress, Secretary

Exhibit 3

Project Area Map

Mt. Sterling Road
Division A

Dykes Lane
Division B

KY 89
Division C & Division D

KY 15 Tank

Muddy Creek Booster Pump Station

KY 89
Division E

Legend

- Muddy Creek BPS
- KY 15 Tank
- Valves
- Hydrants
- Waterlines
- Project Areas

Kentucky Division of Geographic Information (DGI)

PROJECT AREA MAP

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
KIA LOAN NO. B25-008
EAST CLARK COUNTY WATER DISTRICT
WINCHESTER, CLARK COUNTY, KENTUCKY

0 1,500 3,000 6,000 Feet

1 inch = 3,000 feet

Exhibit 4

Record of Line Breaks
Mt. Sterling Road 2014-2021
and
2020 Line Break Under I-64

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **12/13/2021** TIME LEAK DISCOVERED

LOCATION 6210 Mt. Sterling Rd Water off at 12/13/2021 8:30 AM

SIZE OF LINE 6 CUSTOMERS AFFECTED 15

REPAIR METHOD Splice in 6' PVC

TIME BACK IN SERVICE 12/13/21 10:00 AM WATER LOSS Gallons

Frankfort Regional Office 502-564-3358 _____ Clark County Health Dept. 859-744-1488 _____
502-782-6374

Emergency Operations Center 800-928-2380 _____ **ONLINE** D.O.W. INCIDENT # 2491454
95637

BOIL WATER LIFTED BY: John Hanks
DATE AND TIME LIFTED 12/14/2021 12:00pm

SAMPLES TAKEN	**12/13/2021**	RESIDUAL FREE	RESIDUAL TOTAL	TIME
LOCATION 1	Vacant	1.14	1.25	13:42
LOCATION 2	1000 Chandaland Ln.	1.44	1.64	14:00
LOCATION 3	101 Exit	1.6	1.75	14:15
LOCATION 4				

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **2/7/2021** TIME LEAK DISCOVERED

LOCATION 5832 Mt. Sterling Rd. Water off at 2/7/2021 6:00 AM

SIZE OF LINE 6 CUSTOMERS AFFECTED 37

REPAIR METHOD Splced 13.3 feet of 6" PVC using one hymax and tie back in at 90 degree fitting

TIME BACK IN SERVICE 2/7/21 2:00 PM WATER LOSS Gallons

Frankfort Regional Office 502-564-3358 _____ Clark County Health Dept. 859-744-1488 _____
502-782-6374

Emergency Operations Center 800-928-2380 _____ **ONLINE** D.O.W. INCIDENT # 2478282
87024

BOIL WATER LIFTED BY: John Hanks
DATE AND TIME LIFTED 2/9/2021 9:50am

SAMPLES TAKEN	**2/8/2021**	RESIDUAL FREE	RESIDUAL TOTAL	TIME
LOCATION 1	5624 MT. Sterling Rd.	1.37	1.56	9:54
LOCATION 2	1000 Chandaland Ln.	1.61	1.81	10:12
LOCATION 3	101 Hydrant	1.4	1.61	10:30
LOCATION 4				
LOCATION				
LOCATION				

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **6/8/2019** TIME LEAK DISCOVERED

LOCATION 5832 Mt. Sterling Rd. across from 5881 Water off at 6/8/19 13:30

SIZE OF LINE 6 CUSTOMERS AFFECTED 30

REPAIR METHOD Cut in section of pipe in 6" PVC

TIME BACK IN SERVICE 6/8/19 5:30 PM WATER LOSS Gallons

Frankfort Regional Office 502-564-3358 _____ Clark County Health Dept. 859-385-4453 Yes

Emergency Operations Center 800-928-2380 2019-2907 D.O.W. INCIDENT # _____

BOIL WATER LIFTED BY: John Hanks
DATE AND TIME LIFTED 6/11/19 2:15pm

SAMPLES TAKEN	**6/10/19**	RESIDUAL TOTAL	RESIDUAL FREE	TIME
LOCATION 1	5624 Mt. Sterling Rd.	0.77	0.71	9:30
LOCATION 2	6160 Mt. Sterling Rd.	0.88	0.79	9:40
LOCATION 3	6600 Mt. Sterling Rd	0.53	0.48	10:10
LOCATION 1				
LOCATION 2				
LOCATION 3				

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **6/7/2016**

LOCATION 5881 Mt. Sterling Rd.

SIZE OF LINE 6 CUSTOMERS AFFECTED 30

TIME LEAK DISCOVERED 6/6/16 9:30:00PM Water off at 6/7/16 10:00

REPAIR METHOD Splice in section of pipe

TIME BACK IN SERVICE 6/7/16 1:30 PM WATER LOSS Gallons

D.O.W. INCIDENT # ***PSC Notified*** pscwater notice@ky.gov

BOIL WATER LIFTED BY: Wes Burtner

DATE AND TIME LIFTED 6/8/16 12:25PM

SAMPLES TAKEN	6/7/16	RESIDUAL TOTAL	RESIDUAL FREE	TIME
LOCATION 1	5624 Mt. Sterling Rd.	0.99	0.85	15:29
LOCATION 2	360 Chandaland	1.11	0.99	15:40
LOCATION 3	101 Exit Hydrant	1.14	0.97	15:55
LOCATION 4				
LOCATION 5				
LOCATION 6				

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **7/22/2014**

LOCATION Mt. Sterling Rd. at Chandaland Ln.

SIZE OF LINE 6 CUSTOMERS AFFECTED 33

TIME LEAK DISCOVERED 7/22/14 7:00 PM Water off at 7:00PM

REPAIR METHOD Splice in a section of pipe

TIME BACK IN SERVICE 7/23/14 4:15 AM WATER LOSS Gallons

D.O.W. INCIDENT # 2014-4179 ***PSC Notified*** pscwater notice@ky.gov

BOIL WATER LIFTED BY: Connie Coy

DATE AND TIME LIFTED 7/24/14

SAMPLES TAKEN	7/23/14	RESIDUAL TOTAL	RESIDUAL FREE	TIME
LOCATION 1	6160 Mt. Sterling Rd.	1.43	1.36	12:36
LOCATION 2	Chandaland Hydrant	1.56	1.44	12:18
LOCATION 3	6500 Mt. Sterling Rd.	1.8	1.63	12:50
LOCATION 4	101 Exit Hydrant	1.63	1.41	13:01
LOCATION 5				
LOCATION 6				

East Clark Co. Water District
Management Report

Month of : **March 2020**

Distribution	Sheet Two				
Purchased Water	Sheet Three Sheet Four	Report Month High Day	491,845	March Low Day	290,903
Purchased Water	Sheet Five Sheet Six	Current Month High Day	435,501	April Low Day	288,244
Water Sold	Sheet Seven				
Line Loss-Current month	Sheet Eight	February	16.95%	March 2020	22.00%
Line Loss-Year to Date	Sheet Nine			18.93%	
Non-Payment	Sheet Ten	NON-PAYMENT	29	Reinstated	0
Return Checks	Sheet Eleven		2		
Leak Customers	Sheet Twelve		7		
High Volume Users	Sheet Thirteen		20		

New Meter Settings **2020**

6	Andrew Williams	3/9/2020	4865 Ironworks Rd	L-S 6" Straight	Installed
7	Matthew Brinegar	3/16/2020	100 Brinegar Lane	L-S 4" Straight	Installed
8	Mary Houtz	3/27/2020	3750 Irvine Rd.	L-S 6" Tandem	Installed
9	Billy Rice	4/3/2020	3430 Ironworks Rd	R-B 6" Straight	
10	Red River Valley LLC	4/8/2020	2575 Mina Station Rd.	R-B 4" Tandem	

Meter settings in 2019 - 23 Meter settings in 2018 - 25 Meter settings in 2017 - 17

Line Breaks - Major Events

February 27, 2020 Purchase used Vermeer vacuum trailer.

March 9, 2020 Replace meter setting and box 3246 Mt. Sterling Rd.
March 12, 2020 Main line leak in casing under I64 near 101 exit- Will need additional time for repair
March 23, 2020 Cut in valve between Mt.Sterling Rd. and I 64 near 6735 Mt. Sterling Rd.

April 2, 2020 290 Wades Mill Rd. S-Tube leaking
April 2, 2020 Install 2" Leak Detect Meter Beckwood Lane
April 6, 2020 Cut in valve between Goshen Rd. and I 64
April 7, 2020- Main Line Leak- 2581 Mt. Sterling Rd. Split line splice in 13' PVC
April 8, 2020 Replace service 2294 Ruckerville Rd. - Nut on setter crossthreaded
April 15, 2020 Replace service 4253 Ironworks Rd. Old tap straight up service line split
April 16, 2020 Main Line Leak-930 Stoner Ephesus Rd.

Overtime

3/6/2020	$728.48	27.75 Hours
3/20/2020	$662.63	25 Hours
4/3/2020	$552.69	20 Hours
4/17/2020	$578.66	20.25 Hours

East Clark Co. Water District
Management Report
September 2020

Month of :

Distribution	Sheet Two				
Purchased Water	Sheet Three Sheet Four	Report Month High Day	461,265	September Low Day	352,486
Purchased Water	Sheet Five Sheet Six	Current Month High Day	431,793	October Low Day	347,819
Water Sold	Sheet Seven				
Line Loss-Current month	Sheet Eight	August	15.91%	September	16.35%
Line Loss-Year to Date	Sheet Nine			15.24%	
Non-Payment	Sheet Ten	NON-PAYMENT	74	Reinstated	0
Non-Payment	Sheet Eleven		0		
Leak Customers	Sheet Twelve		4		
High Volume Users	Sheet Thirteen		35		
Return Checks			2		

New Meter Settings **2020**

42	Dewey Miller	9/18/2020	4220 Schollsville Rd	R-B 4" Tandem	Installed
43	Joyce Pasley	9/25/2020	2775 Jackson Ferry Rd.	L-S 4" Tandem	
44	Timothy Hatton	10/9/2020	Pretty Run Rd.	R-B 4" Tandem	

Meter settings in 2019 - 23 Meter settings in 2018 - 25 Meter settings in 2017 - 17

Line Breaks - Major Events

✓ September 16, 2020 Pipe delivered for I 64 Bore at Exit 101
September 21, 2020 Service line leak 3524 Irvine Rd across the road
September 21, 2020 S Tube leak 4297 Schollsville Rd.
September 21, 2020 Bleach pump cycle line split Ecton Pump Station
September 28, 2020 Leak in Long Branch Creek Crossing - Jackson Ferry Rd.
September 30, 2020 Bypass for Long Branch Creek installed

October 1, 2020 Replaced Main Line Air Release 175 Privacy Lane
✓ October 1, 2020 G&W Construction installed pipe in I 64 bore near Exit 101-
October 7, 2020 Sample hydrant Logan Lick Rd - Blowout 90 gpm -Five Hours
October 9, 2020 Service line leak 940 Ecton Rd- Old lykins farm meter
October 13, 2020 Replaced Seventy feet of pipe Long Branch Creek, Jackson Ferry Rd.

Overtime

9/4/2020	$673.58	25.5 Hours
9/18/2020	$516.83	17.25 Hours
10/2/2020	$715.17	30 Hours
10/16/2020	$1,088.19	39.5 Hours

East Clark Co. Water District
Management Report
October 2020

Month of :

Distribution	Sheet Two				
Purchased Water	Sheet Three Sheet Four	Report Month High Day	436,085	October Low Day	319,857
Purchased Water	Sheet Five Sheet Six	Current Month High Day	435,043	November Low Day	342,510
Water Sold	Sheet Seven				
Line Loss-Current month	Sheet Eight	September	16.35%	October	19.53%
Line Loss-Year to Date	Sheet Nine			15.65%	
Non-Payment	Sheet Ten	NON-PAYMENT	53	Reinstated	0
Non-Payment	Sheet Eleven		0		
Leak Customers	Sheet Twelve		5		
High Volume Users	Sheet Thirteen		35		
Return Checks	Sheet Fourteen		4		

New Meter Settings **2020**

42	Dewey Miller	9/18/2020	4220 Schollsville Rd	R-B 4" Tandem	Installed
43	Joyce Pasley	9/25/2020	2775 Jackson Ferry Rd.	L-S 4" Tandem	Installed
44	Timothy Hatton	10/9/2020	Pretty Run Rd.	R-B 4" Tandem	Installed
45	Randy Sparks	10/26/2020	5550 Paris Rd. - Barn	R-B 4" Tandem	Installed
46	Charlena Harmon	10/30/2020	565 Oil Springs	L-S 4" Tandem	Installed
47	Ashley Clem	11/10/2020	975 Stoner Ephesus Rd.	R-B 4" Tandem	
48	Derek Powe	11/13/2020	1740 Dry Fork Rd.	L-S 4" Tandem	

Meter settings in 2019 - 23 Meter settings in 2018 - 25 Meter settings in 2017 - 17

Line Breaks - Major Events

October 1, 2020 Replaced Main Line Air Release 175 Privacy Lane
October 1, 2020 G&W Construction installed pipe in I 64 bore near Exit 101-
October 7, 2020 Sample hydrant Logan Lick Rd - Blowout 90 gpm -Five Hours
October 9, 2020 Service line leak 940 Ecton Rd- Old lykins farm meter
October 13, 2020 Replaced Seventy feet of pipe Long Branch Creek, Jackson Ferry Rd.
✓ October 21, 2020 Tie in I 64 bore at Exit 101 to Goshen Rd.
October 22, 2020 Split pipe between Mt. Sterling Rd and I 64 near 101 Exit

November 2, 2020 WMU switched over to reservoir for water
November 5, 2020 repair service line leak 6305 Mt. Sterling Rd.
November 11, 2020 Main line break 618 Rabbittown Rd.- County Road Department replacing culvert
✓ November 12, 2020 G&W Construction Repaired leak on fitting to I 64 bore

Overtime

10/2/2020	$715.17	30 Hours
10/16/2020	$1,088.19	39.5 Hours
10/30/2020	$998.66	36.5 Hours
11/13/2020	$575.90	22.5 Hours

EAST CLARK COUNTY WATER DISTRICT

LINE BREAK REPORT FORM

DATE **10/21/2020** TIME LEAK DISCOVERED

LOCATION 400 Goshen Rd Water off at 10/21/2020 1:00 PM

SIZE OF LINE 6 CUSTOMERS AFFECTED 13

REPAIR METHOD Install three way valve intersection and new hydrant from I 64 bore

TIME BACK IN SERVICE 10/21/20 4:30 PM WATER LOSS Gallons

Frankfort Regional Office 502-564-3358 _____ Clark County Health Dept. 859-744-1488 _____
502-782-6374

Emergency Operations Center 800-928-2380 _____ **ONLINE** D.O.W. INCIDENT # 2474935
84583

BOIL WATER LIFTED BY: John Hanks
DATE AND TIME LIFTED 10/23/2020 10:45am

SAMPLES TAKEN	**10/22/2020**	RESIDUAL FREE	RESIDUAL TOTAL	TIME
LOCATION 1	600 Goshen Rd.	1	1.16	9:48
LOCATION 2	724 Goshen Rd.	0.82	1.02	10:00
LOCATION 3	1030 Goshen Rd.	0.9	1.07	10:14
LOCATION 4				
LOCATION				
LOCATION				

G&W Const. Co., Inc.

6730 Flemingsburg Road
Morehead, KY 40351

ENTERED 10/28/20

Invoice

Date	Invoice #
10/23/2020	KY0004

Bill To
East Clark County Water District 118 Hopkins Lane Winchester, KY 40391

P.O. No.	Terms	Project
	Net 30	

Quantity	Description	Rate	Amount
	Directional Drill and 2-Tie-Ins		
380	16" HDPE Directional Bore 380' @ $260.00 = $98,800.00	260.00	98,800.00
1	Tie-Ins (2) @ $20,100.00 LUMP SUM	20,100.00	20,100.00
	TOTAL INVOICE $118,900.00		

APPROVED BY: WB RBT HF

ACCT. LIST # 1580

FUND 07M

CK. NO. 18609

REVIEWED BY: CJO

PAID 10/28/20

	Total	$118,900.00

bell engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509

RECEIVED
JUL 31 2020
BY:

INVOICE

Phone (859) 278-5412
Fax (859) 278-2911

In Account With

Date: 7/31/2020

EAST CLARK COUNTY WATER DISTRICT
PO BOX 112
WINCHESTER KY 40392

Invoice No. 200547

Account No. 415-201 thru 202

For Engineering Services In Connection With:

I-64 Water Line Bore Relocation

Bell Job #	Description	Fee	% Complete	Fee Earned To Date	Less: Amount Previously Invoiced	Amount Due This Invoice
415-201	Design & Permitting	$15,500.00	40%	$6,200.00	$0.00	$6,200.00

TOTAL DUE THIS INVOICE: **$6,200.00**

APPROVED BY: WB RBT HF
ACCT. LIST # 5350
FUND 04M
CK. NO. 18560
REVIEWED BY: CG

PAID
8-17-20

bell engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509

INVOICE

Phone (859) 278-5412
Fax (859) 278-2911

In Account With

Date: 8/31/2020

EAST CLARK COUNTY WATER DISTRICT
PO BOX 112
WINCHESTER KY 40392

Invoice No. 200636

Account No. 415-201 thru 202

For Engineering Services In Connection With:

I-64 Water Line Bore Relocation

Bell Job #	Description	Fee	% Complete	Fee Earned To Date	Less: Amount Previously Invoiced	Amount Due This Invoice
415-201	Design & Permitting	$15,500.00	80%	$12,400.00	$6,200.00	$6,200.00

TOTAL DUE THIS INVOICE: **$6,200.00**

PAID 9/21/20

APPROVED BY: WB RGT HE
ACCT. LIST # 1650
FUND O+M
CK. NO. 13608
REVIEWED BY: CJ

bell engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509

RECEIVED 10/7/20

INVOICE

Phone (859) 278-5412
Fax (859) 278-2911

In Account With

Date: 9/30/2020

EAST CLARK COUNTY WATER DISTRICT
PO BOX 112
WINCHESTER KY 40392

Invoice No. 200673

Account No. 415-201 thru 202

For Engineering Services In Connection With:

I-64 Water Line Bore Relocation

Bell Job #	Description	Fee	% Complete	Fee Earned To Date	Less: Amount Previously Invoiced	Amount Due This Invoice
415-201	Design & Permitting	$15,500.00	90%	$13,950.00	$12,400.00	$1,550.00

TOTAL DUE THIS INVOICE: **$1,550.00**

APPROVED BY: WBRST HF
ACCT. LIST # 1650
FUND 0168
CK. NO. 18649
REVIEWED BY: CJB

PAID 10/19/20

bell engineering
2480 Fortune Drive
Suite 350
Lexington, KY 40509

INVOICE

Phone (859) 278-5412
Fax (859) 278-2911

In Account With

Date: 10/31/2020

EAST CLARK COUNTY WATER DISTRICT
PO BOX 112
WINCHESTER KY 40392

Invoice No. 200787

Account No. 415-201 thru 202

For Engineering Services In Connection With:

I-64 Water Line Bore Relocation

Bell Job #	Description	Fee	% Complete	Fee Earned To Date	Less: Amount Previously Invoiced	Total Due This Invoice
415-201	Design & Permitting	$15,500.00	100%	$15,500.00	$13,950.00	$1,550.00

Bell Job #	Description	Hours	Hourly Rate	Amount Due		Total Due This Invoice
415-202	RPR Services					
	Engineer IV	2.5	$132	$330.00		
	Designer/Planner IV	2.5	$113	$282.50		
	Expenses:					
	Mileage	173 miles	$0.575	$99.48		$711.98

GRAND TOTAL DUE THIS INVOICE: **$2,261.98**

PAID
11/16/20

APPROVED BY: WB RSG HF
ACCT. LIST # 1580
FUND o+m
CK. NO. 18701
REVIEWED BY: CJS

EAST CLARK COUNTY
Water District

P.O. BOX 112
WINCHESTER, KY 40392-112
859-745-1458

MINUTES
EAST CLARK COUNTY WATER DISTRICT
REGULAR BOARD MEETING

June 15, 2020

7:00 P.M.

PRESENT: Ron Toler-Chairman, Board of Commissioners
Teddy Marcum-Vice Chairman / Treasurer, Board of Commissioners
Harry Fiefhaus-Secretary, Board of Commissioners
Kenny Segress- Member, Board of Commissioners
Ernest Pasley-Member, Board of Commissioners
William Ballard-General Manager-ECCWD

Ted Marcum made a motion to approve the minutes from the May 18, 2020 Regular Board of Commissioner's monthly meeting, with correction to approve minutes from March meeting. Harry Fiefhaus made a motion in May 18,2020 minutes to approve March minutes. Kenny Segress seconded the motion. The motion carried.

The May 2020 financial statements were filed for the Auditor.

No meeting in April.

OLD BUSINESS:

1.) Discuss Project -Replacement of line.
Morris Rd, HWY 89, Muddy Creek Rd-Patrick Lane.

No action taken

2.) Discuss Repairing Water Line crossing I-64 near 101 Exit

General Manager William Ballard informed the Board of the urgent need to replace the 6-inch water line under the Interstate 64. A large leak has developed and water line has been valved off so that no water can flow through this water line to the north side of I-64. Chairman Toler declared that an emergency exists with respect to the need to replace this water line (See Certificate of Emergency executed by Chairman Toler.) Therefore, pursuant to the Certificate of Emergency and the provisions of KRS 45A.380(1), it will not be necessary for the District to advertise for bids in the newspaper. The motion was made by Kenny Segress and seconded by Ted Marcum to authorize General Manager William Ballard to proceed with procuring the service of a qualified contractor to replace the 6-inch water line under I-64 in the most effective and expeditiously as possible. The motion carried unanimously.

3.) Discuss Customer Accident-Damage to Office

Harry Fiefhaus made a motion to file claim with KACo in order to proceed with repairs. Kenny Segress seconded the motion. The motion carried.

NEW BUSINESS:

1.) Discuss 2019 Audit and PSC report

Ted Marcum made a motion to accept 2019 Audit. Harry Fiehaus seconded the motion. The motion carried

2.). Discuss Liability Insurance Renewal – KACo

Kenny Segress made a motion to approve the renewal with KACo for $ 25,628.13. Ernest Pasley seconded the motion The motion carried

3.) Discuss Workers Compensation Renewal-KACo

Ted Marcum made a motion to renew KACo Workers Compensation Insurance at a cost of $4,566.81. Kenny Segress seconded the motion. The motion carried

No action taken

GENERAL BUSINESS:

MANAGEMENT REPORT:

Being no further business Kenny Segress made a motion to adjourn.
Harry Fiefhaus seconded the motion. The motion carried.

.

Approved:

R B Toler Date 20 July 2020

Ron Toler-Chairman-Board of Commissioners
E.C.C.W.D.

– Date 7-20-2020

Harry Fiefhaus-Secretary, Board of Commissioners
E.C.C.W.D.

CERTIFICATE OF EMERGENCY
No. 2020-1

WHEREAS, General Manager William Ballard of East Clark County Water District (the "District") has represented to me that there is an urgent need for the District to immediately replace the 6-inch water line that runs under I-64 (the "Line");

WHEREAS, a large leak has developed and the Line has been valved off so that no water can flow through the Line to the north side of I-64;

WHEREAS, approximately 100 families residing on the north side of I-64 are served by the District through the Line and by another water line located a few miles away. This second water line also runs under I-64. While the District is able to provide temporary water service, under normal operating conditions, to this area on the north side of I-64 through the second water line, it cannot do so in periods of high demand nor for an extended period of time. In order to provide adequate and reliable service to these 100 families in times of peak demand, both water lines need to be in service. If there is a break or significant leak in the second water line or if the flow of water to the second water line is interrupted before the Line is replaced, more than 100 families would be completely without water service;

WHEREAS, the Line is in urgent need of being replaced so that the District can continue to fulfill its duty to provide safe and reliable water service to its customers;

WHEREAS, the urgent need to replace the Line constitutes an emergency, within the meaning of KRS 45A.380(1), which will cause public harm as a result of the delay that would occur if normal competitive procurement procedures were followed. The existing COVID-19 pandemic and the need for each person living in the affected area to have safe and reliable water service increases the severity of this emergency;

WHEREAS, KRS 45A.380 and 424.260(4), under certain conditions, authorize the Chief Executive Officer of the District to certify that an emergency exists and to forego the normal procurement requirements of advertising for bids for the Line replacement in the newspaper; and

WHEREAS, time is of the essence.

NOW, THEREFORE, I DO HEREBY DECLARE THAT AN EMERGENCY EXISTS AND ISSUE THE FOLLOWING CERTIFICATE OF EMERGENCY:

Section 1. The facts, recitals, and statements contained in the foregoing preamble to this Certificate of Emergency are true and correct and are hereby affirmed and incorporated as a part of this Certificate of Emergency.

Section 2. Pursuant to the provisions of KRS 45A.380 and 424.260(4) and as the Chairman of the District, I hereby certify and declare that an emergency

exists with respect to the replacement of the Line and issue this Certificate of Emergency.

Section 3. Pursuant to this Certificate of Emergency, it will not be necessary to advertise for bids for the replacement of the Line in the local newspaper as normal procurement requirements would otherwise dictate.

Section 4. I am filing a copy of this Certificate of Emergency with the District Treasurer as required by KRS 45A.380 and 424.260(4).

Section 5. The effective date of this Certificate of Emergency is June 15, 2020.

East Clark County Water District

BY: R D Toler
Ron Toler, Chairman

Exhibit 5

Verified Written Direct Testimony
of
William Ballard, Manager
East Clark County Water District

VERIFICATION

COMMONWEALTH OF KENTUCKY)
) SS:
COUNTY OF CLARK)

The undersigned, William Ballard, being duly sworn, deposes and states: that he is the Manager of the East Clark County Water District in Winchester, Kentucky; that he has personal knowledge of the matters set forth in the foregoing testimony; and the answers contained therein are true and correct to the best of his information, knowledge, and belief.

William Ballard

William Ballard
Manager
East Clark County Water District

Subscribed, sworn to, and acknowledged before me, a Notary Public in and for said County and State, this 3 day of September 2025.

Anita Castle

Notary Public

My Commission Expires: 3/11/27

Notary ID: KYNP67857

Introduction

Q. Please state your name, business address, and position with East Clark County Water District.

A. My name is William Ballard. My business address is 118 Hopkins Lane, Winchester, Kentucky 40391. I am the Manager of East Clark County Water District. In my testimony I will refer to my employer as "East Clark" or simply, "the District."

Q. How long have you been the Manager of East Clark County Water District?

A. I have been the Manager of East Clark for 30 years. I started work for the District in 1991 as a field technician and accepted the position of Manager in 1995.

Q. Other than your work for East Clark County Water District, what is your vocational and professional background?

A. Early in my career I worked in construction. I installed water and sewer pipelines for residential and commercial projects. I did that work for approximately 12 years before coming to the District as a field technician. In addition to my work for the District, I have served on the Board of Directors of Kentucky Rural Water Association ("KRWA") since 2008. From 2016 to

2018 I was President of the KRWA Board of Directors. I also currently serve on the Board of Directors of Kentucky 811.

Q. What is the purpose of your testimony?

A. The purpose of my testimony is to provide information about the Mt. Sterling Road and KY 89 Water Line Upgrade Project, (the "Project"); explain why the District believes the Project is necessary; and to provide information on why the District developed plans to replace and upgrade the water lines in the Project area rather than continuing to address issues as they arise.

Q. What problem is the Mt. Sterling Road and KY 89 Water Line Upgrade Project intended to address?

A. The Project addresses three issues (1) replacing the water lines along Mt. Sterling Road that were installed using a cut and fill construction method that tends to render the water lines installed using this method susceptible to breakage; (2) upgrading the lines to pipe with a higher pressure-rating to enable the District to utilize the pumping capacity of the Muddy Creek Pump Station at its optimal level; and (3) installing four new larger size hydrants to improve system flushing. When viewed individually none of these "problems" are huge, but addressing these issues now will enhance the District's ability to provide reliable service and may prevent bigger "problems" from developing.

Q. What do you mean by "cut and fill" and why was this method used if it leads to line breakage?

A. Cut and fill construction uses the rock that was extracted during the excavation and trenching process as bedding and/or cover for the water lines once they are installed. This is done to reduce the need to haul in soil to bed and cover the lines and to haul out the rock that was excavated. It saves time and money, which is why this method is utilized. However, if the rock that was extracted contains sharp edges and the rock is placed directly below or on top of the pipe, it will lead to pipe breakage over time. As the ground shifts due to extremely dry weather, freezing and thawing, pressure from the surface, and vibration, the sharp edges of the rock wear away at the pipe. This is something that was learned over time. When the water lines in the Mt. Sterling Road area were installed in approximately 1990, before I started working for the District, PVC pipe had been widely used for water lines for over 30 years, but that is a relatively short time in which to discover the effects different bedding and backfill material will have on the pipe. The short answer is, cut and fill was used because *at the time* not much was known about the harmful effect certain rock bedding and backfill has on PVC pipe.

Over the last 10 years or so the District has experienced five major line breaks in the Project area along Mt. Sterling Road. This is in addition to a

major line break that occurred under the roadway of Interstate-64 in 2020 and resulted in approximately $135,112 in repair costs. The area of the 2020 line break was near Exit 101 of Interstate-64, approximately one-half mile from the Project area. The line that broke in 2020 was installed at the same time as the lines in the Project area using the same type of pipe and the same construction methods. Records concerning the 2020 Interstate-64 line break are included in **Exhibit 4** to the Application.

The District wants to avoid the need for emergency repairs if it is possible to do so. As the water lines in this area age and the bedding and backfill material surrounding them continues to wear away the pipe, it is reasonable to expect that the lines will continue to split and rupture. Replacing the lines now will avoid the potential for emergency repairs later. The lines can be replaced in a systematic fashion and better bedding and backfill material used to protect them. This is preferable to reacting to line breaks and replacing pipe in sections as needed. That approach would leave the area with some sections of pipe more protected and other sections of pipe in the same service area still exposed to excessive friction from the sharp-edged material.

Q. Are there any other issues with the water lines in the Mt. Sterling Road area that the Project will address?

A. Yes, Replacing the lines will allow the District to reconfigure the lines to eliminate two 90-degree turns, which are placed at the end of a pipe installed underneath the roadway. In order for the pipe to reach ground level after exiting the roadway, the current configuration contains a 90-degree upward turn in the pipe at the point it exits the roadway and another upward 90-degree turn less than two feet away. Sharp turns in a water line force the water within the line to change direction quickly. The sudden shift in the direction of flow causes a drop in pressure, making it harder for water to keep moving. The turbulence created within the pipe as the water shifts direction also causes wear on the inside of the pipe and the fitting used to achieve the 90-degree turn. As the inside of the pipe and the fitting becomes worn, it is prone to failure.

East Clark discovered the pipe in the area was configured this way while repairing a line break in the Project area on Super Bowl Sunday in 2021. Water service was off to 37 customers from early in the morning until mid-afternoon, and a boil water advisory was in effect until Tuesday morning. Fortunately, the line break did not involve the pipe or the fittings used in the 90-degree angle configuration, but its discovery was significant to East Clark. The pipe in this area is vulnerable to breakage due to the bedding and fill material surrounding it. Discovering the 90-degree turns in the pipe were

subjecting it to excessive interior wear as well concerned East Clark. The Project has been designed to remove the 90-degree turns in the pipe configuration.

Q. Why is the KY 89 area included in the Project?

A, The pipe that was used in the KY 89 area was pressure-class 160. This means it is only designed for use in low pressure situations. If East Clark runs its Muddy Creek Pump Station at a flow rate to maximize the efficiency of the pump, it runs the risk of blowing the lines downstream of the pump station because of the higher pressure. Upgrading the lines to pressure-class 250 pipe will allow East Clark to run its pump station more efficiently and reduce the number of hours a day it is actively pumping. East Clark's engineer estimates operating its Muddy Creek Pump Station at its most efficient flow-rate will reduce pumping time by 30 percent. This is better for the long-term use of the pump and should result in slightly reduced electric bills for the pump station as well. Running the pump at its most efficient capacity will fill the KY 15 Storage Tank faster than it is now being filled. In the summer months when usage is at its highest, it will be beneficial to fill the storage tank more quickly.

Q. Are there other benefits associated with the Project?

A. Yes, four new hydrants will be added in the Project area and one hydrant will be replaced with a larger hydrant. This is being done to enable East Clark to

achieve more thorough flushing of its lines in less time. One new hydrant will be placed in the Mt. Sterling Road/Chandaland Lane area, three new hydrants will be added in the KY 89 area, and one existing hydrant in the KY 89 area will be replaced with a larger capacity hydrant. This will enable East Clark to flush its lines more effectively using higher pressure and less time.

Q. What alternatives did East Clark County Water District consider before deciding to construct this Project?

A. The only alternatives to constructing this Project the way it is designed and constructing it at this time are to: (1) put off all construction for now and continue to replace and repair as needed; (2) replace the lines in the Mt. Sterling Road area, but put off upgrading the lines on KY 89; or (3) upgrade the lines on KY 89 and wait on replacing the lines along Mt. Sterling Road. The problem with waiting to replace the Mt. Sterling Road area lines is the risk of another very expensive emergency repair being needed, as was the case in 2020. Because of the age of the lines and the nature of the bedding and backfill material used, it is likely that breaks will continue to occur in the area. East Clark would like to "get in front" of the problem and replace the lines in this area of its system because it believes these lines to be especially vulnerable to line breaks.

Another factor leading East Clark to conclude that now is the time to construct the Project is water loss. Water loss has a tendency to creep into a system; it does not occur suddenly all at once, but gradually, over time. East Clark experienced this from 2018 to 2022. The District's water loss began to slowly creep up and reached a high of 18.24 percent in 2021. That was the same year that two separate line breaks occurred in the Mt. Sterling Road area. The District has prioritized searching for leaks and repairing them. Water loss for 2024 was 11.26 percent and water loss for 2025 to date is under 11 percent. Delaying line replacement that the District knows is necessary while the funds to achieve the replacement are available does not seem to East Clark to be a reasonable alternative. Doing so would seem to invite water loss to once again creep into the system.

Likewise, the longer East Clark waits to upgrade the lines in the KY 89 area, the longer it will be running its Muddy Creek Pump Station less efficiently than it could otherwise be doing. Choosing to operate East Clark's system in a less efficient manner than is possible, does not seem to be a reasonable alternative when the means to operate more efficiently are available. East Clark was also of the opinion that soliciting bids for the Mt. Sterling Road area and the KY 89 area as a comprehensive project instead of soliciting bids for either portion of the Project on a stand-alone basis would

make the Project more attractive to contractors and produce more competitive bids, saving money on the total cost of the Project.

Q. What is the total estimated cost to construct the Project?

A. The total estimated cost including contingencies is $1,590,000.

Q, How does East Clark County Water District propose to fund the Project?

A. The District plans to use $748,617 of Cleaner Water Program grant funds from Cleaner Water Program Grant 22CWW028 and a $841,383 KIA loan.

Q. Does this conclude your testimony?

A. Yes, it does.

Exhibit 6

Final Engineering Report

FINAL ENGINEERING REPORT
CONTRACT 415-24-02
MOUNT STERLING ROAD AND KY 89 WATER LINE UPGRADE

PREPARED FOR

East Clark County Water District
Winchester, Clark County, Kentucky

AUGUST 2025

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Exhibit C Recommendation For Award

Exhibit D As Bid Project Budget

I. EXECUTIVE SUMMARY

Bell is pleased to present this Final Engineering Report for the Contract 415-24-02 Mount Sterling Road and KY 89 Water Line Upgrade project for the East Clark County Water District (District). This report will outline project design, bidding, and contract award details for the project.

A. Project Design Summary

The proposed project will replace approximately 3,050 linear feet (LF) of 6-inch, 130 LF of 4-inch, and 65 LF of 3-inch waterline along Mt. Sterling Road (US 60), approximately 7,000 LF of 6-inch waterline along KY 89, and approximately 980 LF of 3-inch waterline along Hilltop Drive with new Class 250 SDR 17 PVC. Creek crossings will be installed by directional drill method using DR 9 HDPE waterline, and traditional road bores will be a combination of HDPE and Steel Cover pipe, with DR 9 HDPE and Class 350 Ductile Iron pipe used for carrier pipe. A combination of reconnection to existing meter settings and new meter settings with new service lines will also be included in the work. Other appurtenances proposed include new valves, flush hydrants, test meters, and other fittings to complete all work. Project mapping is included in Exhibit A.

The areas of proposed improvement represent some of the oldest waterlines in the District's system. The existing waterlines are Pressure Class 160 pipe (SDR26) that experience frequent leaks and breaks causing disruption of service and creating a potential health hazard when low pressures due to breaks occur. Additionally, the area along KY 89 proposed for replacement can benefit from additional pressure rating capability of piping. Currently, the area near KY 89 and Rockytop Lane is operating near the maximum pressure possible for the existing Class 160 line, approximately 140 psi. The new SDR 17 PVC, with a Pressure Rating of 250 psi, will allow the District to operate the Muddy Creek BPS at full capacity without over pressurizing the downstream mains. The ability to run the existing pumps at full speed will increase pump station output by approximately 30% resulting in shorter run times and ability to increase tank turnover/improve water quality.

B. Project Bidding Summary

The project was advertised for bids on June 18, 2025 in that date's edition of the Lexington Herald-Leader. Bids were received and opened on July 8, 2025 at 2:00 p.m. at the District's office. Four (4) bids were received with the low bid totaling $850,176.54, submitted by H&B Construction of Winchester, Kentucky. Other bids were received from G&W Construction, United Pipeline, and Swartz Pipeline, with the range being $1,165,628.96 between the low and high bids. The Engineer's Opinion of Probable Construction Cost was $1,187,000.00. A copy of the certified bid tab is included in this report in Exhibit B.

C. Project Award and Funding Summary

Following receipt of bids, tabulation, and contacting references, it was determined that H&B Contracting was not only the apparent low bidder, they were also the lowest, responsive, responsible bidder. As a result of the positive references and competitive pricing, Bell proceeded to draft a Recommendation for Award letter (attached as Exhibit C) to present to the District's board for consideration. During the July 14th, 2025 board meeting, following Bell's recommendation, the District moved to award the Contract as bid to H&B Construction pending Kentucky Public Service Commission (PSC) approval.

The total project budget is funded to the amount of $1,590,000.00, of which, $1,187,000.00 is budgeted for Construction. The funding makeup is as follows, $748,617.00 from a Cleaner Water Program FY2023 Grant and $841,383.00 from a Fund B Loan from the Kentucky Infrastructure Authority (KIA). These funding sources were committed in November of 2022 and April of 2025, respectively. An as-bid project budget is included in this report as Exhibit D.

Evident in a review of the contract award amount and as-bid project budget breakdown, the allocated project budget exceeds the current need. The excess funds are an unexpected bonus, however, the District had no plans for the project to come in under budget. As a result, if the additional funds are not expended through contingency funds or unforeseen change orders, the District will simply not expend the Fund B Loan dollars beyond the project's needs. This will help to keep interest payments and customer rates as low as possible while still completing this important project.

II. CONCLUSION

Bell is pleased to present this Final Engineering Report for the Contract 415-24-02 Mount Sterling Road and KY 89 Water Line Upgrade project for the East Clark County Water District (District). This report outlined project design, bidding, and contract award details for the project. Pending PSC approval of the project, the District will move to award the Contract and issue a subsequent Notice to Proceed to the Contractor.

EXHIBIT A
PROJECT MAPPING

N

Legend

- Valves
- Meters
- Hydrants
- Waterlines

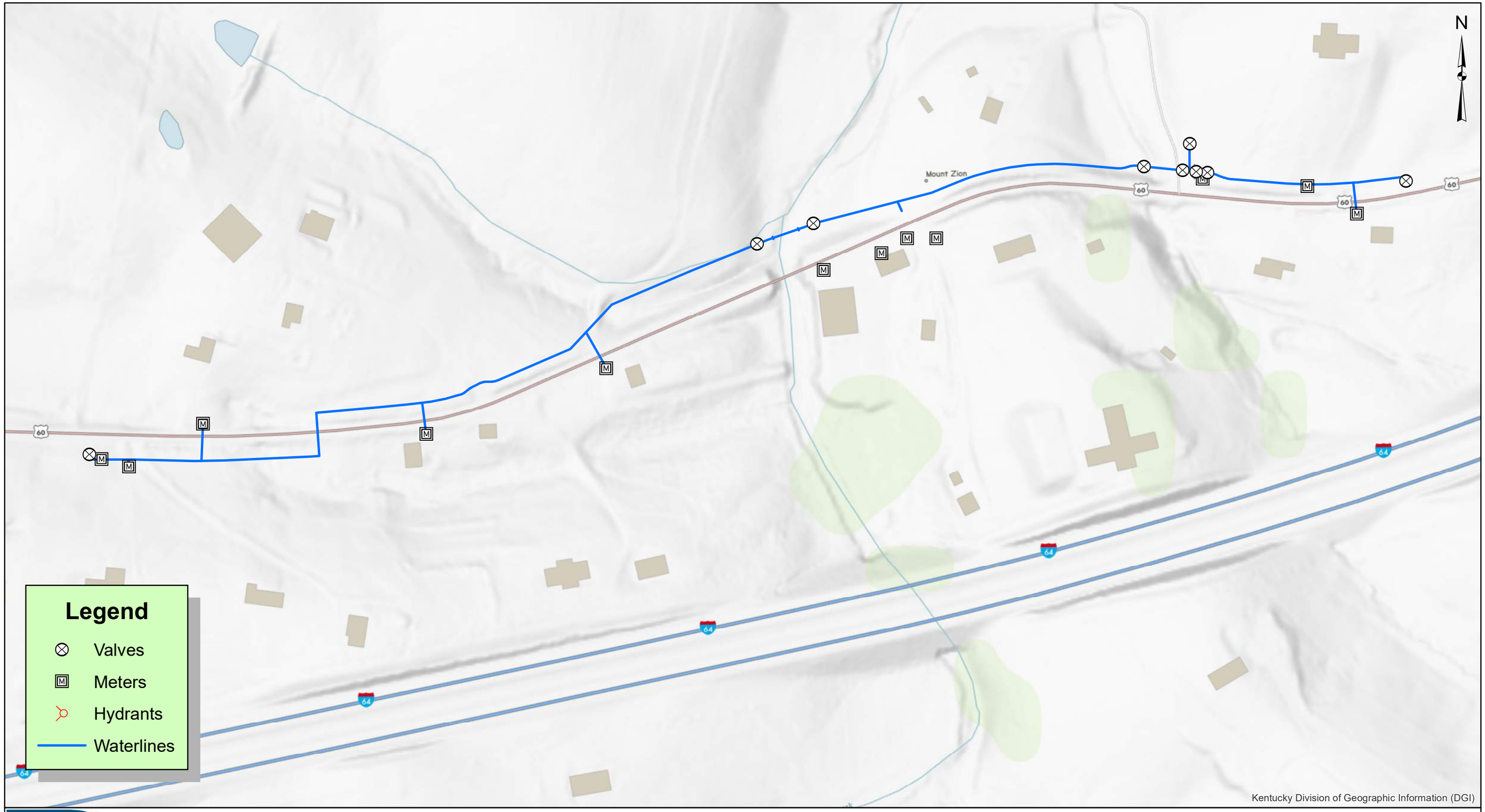
Kentucky Division of Geographic Information (DGI)

KY 89 PROJECT AREA

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
KIA LOAN NO. B25-008
EAST CLARK COUNTY WATER DISTRICT
WINCHESTER, CLARK COUNTY, KENTUCKY

0 250 500 1,000 Feet

1 inch = 500 feet



MOUNT STERLING ROAD PROJECT AREA

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
KIA LOAN NO. B25-008
EAST CLARK COUNTY WATER DISTRICT
WINCHESTER, CLARK COUNTY, KENTUCKY

0 100 200 400 Feet

1 inch = 200 feet

EXHIBIT B
CERTIFIED BID TAB

CONTRACT 415-24-02 **MT. STERLING ROAD AND KY 89**
WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

We certify that the following is a true and complete tabulation of all bids received by the East Clark County Water District on July 8, 2025, for the titled project.

BELL ENGINEERING

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	H&B Construction Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	G&W Construction Company Inc. Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	United Pipeline, Inc. Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Roe Enterprises Inc. dba Swartz Pipeline Contracting Total	
	If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the OWNER indicates to the OWNER that the award is in the best interest of the Project.											
	DIVISION A--MT. STERLING ROAD (U.S. 60)											
	Little Stoner Creek Area											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,963	L.F.	$33.00	$97,779.00	$42.00	$124,446.00	$62.00	$183,706.00	$48.50	$143,705.50	
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	85	L.F.	$78.95	$6,710.75	$90.00	$7,650.00	$96.00	$8,160.00	$52.60	$4,471.00	
3.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	65	L.F.	$28.16	$1,830.40	$39.00	$2,535.00	$57.00	$3,705.00	$45.50	$2,957.50	
4.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	5	Each	$1,789.50	$8,947.50	$2,500.00	$12,500.00	$2,500.00	$12,500.00	$2,015.80	$10,079.00	
5.	3-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$3,398.71	$3,398.71	$5,086.00	$5,086.00	$4,700.00	$4,700.00	$3,500.00	$3,500.00	
6.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete	85	L.F.	$86.96	$7,391.60	$153.00	$13,005.00	$100.00	$8,500.00	$85.00	$7,225.00	
7.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation	85	L.F.	$350.00	$29,750.00	$475.00	$40,375.00	$310.00	$26,350.00	$360.00	$30,600.00	
8.	12-Inch DR 11, HDPE Direction Drill Creek Crossing, Sta. 17+32 to Sta. 17+92, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$29,925.70	$29,925.70	$20,000.00	$20,000.00	$51,700.00	$51,700.00	$18,600.00	$18,600.00	
9.	12-Inch DR 11, HDPE Directional Drill Creek Crossing, Sta. 25+65 to Sta. 26+05, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$35,075.70	$35,075.70	$25,000.00	$25,000.00	$51,700.00	$51,700.00	$18,600.00	$18,600.00	
10.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	2	Each	$3,387.85	$6,775.70	$7,897.00	$15,794.00	$5,300.00	$10,600.00	$4,250.00	$8,500.00	*
11.	Cut, Cap, and Block Existing 6-Inch Line, Complete	2	Each	$500.00	$1,000.00	$3,500.00	$7,000.00	$1,000.00	$2,000.00	$1,450.00	$2,900.00	*
12.	Cut, Cap, and Block Existing 3-Inch Line, Complete	1	Each	$500.00	$500.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,250.00	$1,250.00	
13.	3/4-Inch HDPE Service Pipe, with 1-1/2 Inch PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	250	L.F.	$10.00	$2,500.00	$18.00	$4,500.00	$70.00	$17,500.00	$12.50	$3,125.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total
14.	4-Inch DR 9, HDPE Directional Drill Road Crossing, with 2-Inch DR 9, HDPE Carrier Pipe, and Necessary HDPE Transition Fittings, Complete	65	L.F.	$382.00	$24,830.00	$42.00	$2,730.00	$110.00	$7,150.00	$220.00	$14,300.00
15.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	10	Each	$1,374.88	$13,748.80	$2,520.00	$25,200.00	$3,100.00	$31,000.00	$1,450.00	$14,500.00 *
16.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	10	Each	$475.45	$4,754.50	$800.00	$8,000.00	$150.00	$1,500.00	$850.00	$8,500.00
17.	Test Meter Assembly, Furnish and Install, Complete	2	Each	$3,226.24	$6,452.48	$3,200.00	$6,400.00	$5,300.00	$10,600.00	$2,500.00	$5,000.00
18.	Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$4,081.49	$4,081.49	$6,766.00	$6,766.00	$8,500.00	$8,500.00	$10,500.00	$10,500.00
19.	Automatic Air Release Assembly, Furnish and Install, Complete	2	Each	$1,030.22	$2,060.44	$2,250.00	$4,500.00	$1,200.00	$2,400.00	$3,200.00	$6,400.00
20.	2-Inch DR 9, HDPE Service Line Reconnection, Including 20 L.F. Service Line and HDPE Transition Fittings, Complete	1	L.S.	$1,638.08	$1,638.08	$3,400.00	$3,400.00	$1,000.00	$1,000.00	$2,800.00	$2,800.00
21.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00
22.	Line Locator Marker, Furnishing and Install, Complete	14	Each	$55.00	$770.00	$200.00	$2,800.00	$40.00	$560.00	$100.00	$1,400.00
23.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00
24.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00
25.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
26.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00
	SUBTOTAL DIVISION A				$308,535.85		$365,012.00		$468,631.00		$363,193.00 *
DIVISION B--DYKES LANE AREA											
1.	4-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	130	L.F.	$30.80	$4,004.00 *	$39.00	$5,070.00	$62.00	$8,060.00	$45.50	$5,915.00
2.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	3	Each	$1,525.01	$4,575.03	$2,292.00	$6,876.00	$2,000.00	$6,000.00	$2,250.00	$6,750.00
3.	Cut into Existing 4-Inch Line, Furnish and Install Flushing Hydrant per Detail, and Three 4-Inch Hymax, or Equal, Transition Fittings, Complete	1	L.S.	$6,669.38	$6,669.38	$8,500.00	$8,500.00	$7,000.00	$7,000.00	$8,500.00	$8,500.00
4.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	15	Ton	$26.50	$397.50	$45.00	$675.00	$60.00	$900.00	$48.00	$720.00
5.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$55.00	$110.00	$200.00	$400.00	$40.00	$80.00	$100.00	$200.00

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total
6.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
7.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$32.00	$320.00	$45.00	$450.00	$80.00	$800.00	$48.00	$480.00
	SUBTOTAL DIVISION B				$21,075.91 *		$24,471.00		$24,040.00		$47,565.00
DIVISION C--KY 89, STA. 0+00 TO STA. 26+15											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,615	L.F.	$33.00	$86,295.00	$42.00	$109,830.00	$62.00	$162,130.00	$45.50	$118,982.50
2.	3/4-Inch or 1-Inch HDPE Service Pipe, with PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	340	L.F.	$5.00	$1,700.00	$18.00	$6,120.00	$70.00	$23,800.00	$12.50	$4,250.00
3.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	6	Each	$1,374.88	$8,249.28	$2,520.00	$15,120.00	$3,100.00	$18,600.00	$1,450.00	$8,700.00
4.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	6	Each	$475.45	$2,852.70	$800.00	$4,800.00	$150.00	$900.00	$850.00	$5,100.00
5.	Automatic Air Release Assembly, Furnish and Install, Complete	1	Each	$1,030.22	$1,030.22	$2,250.00	$2,250.00	$1,200.00	$1,200.00	$3,200.00	$3,200.00
6.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00
7.	Line Locator Marker, Furnishing and Install, Complete	5	Each	$55.00	$275.00	$200.00	$1,000.00	$40.00	$200.00	$100.00	$500.00
8.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00
9.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00
10.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
11.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00
	SUBTOTAL DIVISION C				$119,017.20		$163,945.00		$230,630.00		$185,012.50
DIVISION D--KY 89, STA. 26+16 TO STA. 69+91											
Section 1											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,940	L.F.	$33.00	$97,020.00	$42.00	$123,480.00	$62.00	$182,280.00	$45.50	$133,770.00
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	50	L.F.	$78.95	$3,947.50	$90.00	$4,500.00	$96.00	$4,800.00	$52.60	$2,630.00

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total	
3.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	8	Each	$1,789.50	$14,316.00	$2,500.00	$20,000.00	$2,500.00	$20,000.00	$2,015.00	$16,120.00	
4.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	50	L.F.	$86.96	$4,348.00	$153.00	$7,650.00	$100.00	$5,000.00	$85.00	$4,250.00	
5.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	50	L.F.	$350.00	$17,500.00	$475.00	$23,750.00	$310.00	$15,500.00	$360.00	$18,000.00	
6.	12-Inch x 0.312-Inch Coated Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at Gas Line Crossings	150	L.F.	$86.96	$13,044.00	$153.00	$22,950.00	$160.00	$24,000.00	$360.00	$54,000.00	
7.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$3,387.85	$3,387.85	$5,897.00	$5,897.00	$5,300.00	$5,300.00	$4,250.00	$4,250.00	
8.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$2,130.00	$2,130.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$3,600.00	$3,600.00	
9.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$500.00	$500.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00	
10.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	2,225	L.F.	$9.10	$20,247.50	$18.00	$40,050.00	$70.00	$155,750.00	$12.50	$27,812.50	
11.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	31	L.F.	$1,374.88	$42,621.28	$2,520.00	$78,120.00	$3,100.00	$96,100.00	$1,450.00	$44,950.00	
12.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, and 5 L.F. of Service Line, Complete	31	Each	$475.45	$14,738.95	$800.00	$24,800.00	$150.00	$4,650.00	$850.00	$26,350.00	
13.	Flushing Hydrant Assembly, Furnish and Install, Complete	2	Each	$4,081.49	$8,162.98	$6,766.00	$13,532.00	$8,500.00	$17,000.00	$10,500.00	$21,000.00	
14.	Gas Line Crossing Test Station with Detectable Wire to Water Line, Complete	4	Each	$150.00	$600.00	$200.00	$800.00	$3,000.00	$12,000.00	$150.00	$600.00	
15.	Cut into Existing 6-Inch Line, Furnish and Install Two 6-Inch Gate Valve, Boxes, Concrete Collars, Flushing Hydrant per Detail, All Ductile Iron, Mechanical Joint Sleeves, Complete	1	L.S.	$9,203.63	$9,203.63	$2,800.00	$2,800.00	$7,300.00	$7,300.00	$4,500.00	$4,500.00	
16.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00	
17.	Line Locator Marker, Furnishing and Install, Complete	12	Each	$55.00	$660.00	$200.00	$2,400.00	$40.00	$480.00	$100.00	$1,200.00	
18.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00	*
19.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	H&B Construction Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	G&W Construction Company Inc. Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	United Pipeline, Inc. Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Roe Enterprises Inc. Total	
20.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00	
21.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00	
	Subtotal Section 1				$271,042.69		$402,554.00		$577,460.00		$408,762.50	*
Section 2--Hill Top Drive												
1.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	980	L.F.	$6.00	$5,880.00	$39.00	$38,220.00	$55.00	$53,900.00	$45.50	$44,590.00	
2.	4-Inch DR 9 HDPE Pipe Installed in Cover Pipe, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	71	L.F.	$26.00	$1,846.00	$42.00	$2,982.00	$54.00	$3,834.00	$85.00	$6,035.00	
3.	8-Inch x 0.375-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	71	L.F.	$78.00	$5,538.00	$146.00	$10,366.00	$72.00	$5,112.00	$85.00	$6,035.00	
4.	Bore and/or Jack for 8-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	71	L.F.	$350.00	$24,850.00	$450.00	$31,950.00	$300.00	$21,300.00	$360.00	$25,560.00	
5.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	1	Each	$1,525.01	$1,525.01	$2,292.00	$2,292.00	$2,300.00	$2,300.00	$2,250.00	$2,250.00	
6.	Cut, Cap, and Block Existing 3-Inch Line, Complete	2	Each	$500.00	$1,000.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$1,250.00	$2,500.00	
7.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	225	L.F.	$9.10	$2,047.50	$18.00	$4,050.00	$70.00	$15,750.00	$12.50	$2,812.50	
8.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	13	Each	$1,374.88	$17,873.44	$2,520.00	$32,760.00	$3,100.00	$40,300.00	$1,450.00	$18,850.00	*
9.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	13	Each	$475.45	$6,180.85	$800.00	$10,400.00	$150.00	$1,950.00	$850.00	$11,050.00	
10.	Test Meter Assembly, Furnish and Install, Complete	1	Each	$3,226.24	$3,226.24	$3,200.00	$3,200.00	$4,500.00	$4,500.00	$2,500.00	$2,500.00	
11.	No. 2 Post-Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$6,129.85	$6,129.85	$7,200.00	$7,200.00	$5,000.00	$5,000.00	$3,600.00	$3,600.00	
12.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	90	Ton	$26.50	$2,385.00	$45.00	$4,050.00	$60.00	$5,400.00	$8,500.00	$765,000.00	*
13.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$55.00	$110.00	$600.00	$1,200.00	$40.00	$80.00	$100.00	$200.00	
14.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	750	L.F.	$20.00	$15,000.00	$95.00	$71,250.00	$80.00	$60,000.00	$80.00	$60,000.00	
15.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	70	L.F.	$125.00	$8,750.00	$140.00	$9,800.00	$80.00	$5,600.00	$80.00	$5,600.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total
16.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,000.00	$20,000.00
17.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$32.00	$320.00	$45.00	$450.00	$80.00	$800.00	$48.00	$480.00
	Subtotal Section 2				$107,661.89 *		$237,670.00		$229,026.00		$977,062.50 *
	SUBTOTAL DIVISION D, SECTIONS 1 AND 2				$378,704.58 *		$640,224.00		$806,486.00		$1,385,825.00 *
DIVISION E--CUT-IN/FLUSH HYDRANTS											
1.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	4	Each	$1,789.50	$7,158.00	$2,500.00	$10,000.00	$2,500.00	$10,000.00	$2,015.00	$8,060.00
2.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$500.00	$500.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00 *
3.	Flushing Hydrant Assembly, with Concrete Guard Posts, Furnish and Install, Complete	2	Each	$6,500.00	$13,000.00	$3,766.00	$7,532.00	$9,500.00	$19,000.00	$10,500.00	$21,000.00
4.	Line Locator Marker, Furnishing and Install, Complete	1	Each	$55.00	$55.00	$200.00	$200.00	$40.00	$40.00	$100.00	$100.00
5.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$2,130.00	$2,130.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$3,600.00	$3,600.00
	SUBTOTAL DIVISION E				$22,843.00 *		$24,732.00		$33,040.00		$34,210.00 *
SUMMARY											
	DIVISION A--MT. STERLING ROAD (U.S. 60)				$308,535.85		$365,012.00		$468,631.00		$363,193.00
	DIVISION B--DYKES LANE AREA				$21,075.91 *		$24,471.00		$24,040.00		$47,565.00
	DIVISION C--KY 89, STA. 0+00 TO STA. 26+15				$119,017.20		$163,945.00		$230,630.00		$185,012.50
	DIVISION D--KY 89, STA. 26+16 TO STA. 69+91				$378,704.58 *		$640,224.00		$806,486.00		$1,385,825.00 *
	DIVISION E--CUT-IN/FLUSH HYDRANTS				$22,843.00 *		$24,732.00		$33,040.00		$34,210.00 *
	TOTAL BID CONTRACT 415-24-02				**$850,176.54** *		**$1,218,384.00**		**$1,562,827.00**		**$2,015,805.50** *

* Corrected math error.

EXHIBIT C
RECOMMENDATION FOR AWARD

July 17, 2025

East Clark County Water District
PO Box 112
Winchester, Kentucky 40392
Attn: Mr. William Ballard, General Manager

Subject: **Recommendation for Award**
Contract 415-24-04
Mt. Sterling Road and KY 89 Water Line Upgrade
East Clark County Water District
Winchester, Clark County, Kentucky

Dear Mr. Ballard:

We are pleased to submit our recommendation for award of the subject contract. Following the July 8, 2025 bid opening, we reviewed, mathematically checked, and tabulated all bids received. Enclosed please find a copy of the Certified Bid Tabulation for your review and acceptance as desired.

Contractor interest in your project was good, with four (4) bids received. The project apparent low bid totaled $850,176.54 compared to Bell Engineering's Opinion of Probable Construction Cost (OPCC) of $1,187,000.00. The low bid was $336,823.46 below the Engineer's As-Designed OPCC. After reviewing the bids and mathematically checking the bid tabulation it was determined that there were math errors in two (2) bids, however, it did not affect the low bidder, which was determined to be H&B Construction. After checking references and reviewing the previous 5 years of work experience, it was determined that the low bidder was responsible and responsive to the bid requirements.

Bidder Rank	Bidder Name	Bid Amount	Difference Above Low
1	H&B Construction	$850,176.54	N/A
2	G&W Construction Company, Inc.	$1,218,384.00	$368,207.46
3	United Pipeline Inc.	$1,562,827.00	$712,650.46
4	ROE Enterprises, Inc. dba Swart Pipeline Contracting	$2,015,805.50	$1,165,628.96
Engineer's Opinion of Probable Construction Cost		$1,187,000.00	$336,823.46

205 E. Mt. Vernon Street, Somerset, KY 42501
(606) 485-4011 • hkbell.com

The low bidder, H&B Construction of Winchester, Kentucky, has been contacted and have informed us that they are satisfied with their bid and are capable of performing the work to a satisfactory level. References for the company indicate that they are capable of performing the work. We believe them to be capable of completing Contract 415-24-02 and recommend the contract be awarded to them as bid for a Total Contract Amount of $850,176.54.

If the preceding is acceptable, we suggest the East Clark County Water District pass a resolution of award of the contract, and advise Bell Engineering to distribute contract documents for execution. We will be happy to meet with you to discuss bid results at your convenience, if desired. Should you have any questions about this or any other matter, please do not hesitate to call.

Sincerely,
Bell Engineering

Michael A. Lile, P.E.
Project Manager

Enclosure
cc: Bell Engineering File

205 E. Mt. Vernon Street, Somerset, KY 42501
(606) 485-4011 • hkbell.com

EXHIBIT D
AS BID PROJECT BUDGET

As-Bid Project Budget

Grant #: 22CWW028

Project Title: Mt Sterling Rd and KY 89 Water Line Upgrade

WRIS#: WX21049041

Project Budget: Estimated 11/19/22 (enter date) **As Bid** 07/08/25 (enter date) **Revised** (enter date)

	Cost Classification	KIA GRANT	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses	35000								35000
2	Legal Expenses	50000								50000
3	Land, Appraisals, Easements	20000								20000
4	Relocation Expenses & Payments									
5	Planning	10000								10000
6	Engineering Fees – Design	72000								72000
7	Engineering Fees – Construction	32000								32000
8	Engineering Fees – Inspection	65000								65000
9	Engineering Fees – Other	30000								30000
10	Construction	434617	415560							850177
11	Equipment									
12	Miscellaneous									
13	Contingencies		425823							425823
	Total	$748,617	$841,383	$0	$0	$0	$0	$0	$0	$1,590,000

	Funding Sources	Amount	Date Committed
1	22CWW028	$748,617	11/19/22
2	KIA Fund B Loan # B25-008	$841,383	04/03/25
3			
4			
5			
	Total	$1,590,000	

	Local Funding Sources	Amount	Date Committed
1			
2			
3			
	Total	$0	
		Total Funding	$1,590,000

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Transmission and Distribution - Lead Remediation (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		$0

I, Michael A. Lile, P.E., hereby certify this as-bid budget.

2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509

(859) 278-5412

www.hkbell.com

Exhibit 7

Contract Specifications

SPECIFICATIONS FOR CONTRACT 415-24-02

MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE

East Clark County Water District
Clark County, Kentucky

AUGUST 2024

2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509

(859) 278-5412

www.hkbell.com

INDEX
SPECIFICATIONS FOR
CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
WINCHESTER, KENTUCKY

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END

SECTION 00010

ADVERTISEMENT FOR BIDS
CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

Sealed proposals for the following work will be received by the East Clark County Water District, Clark County, Kentucky at the East Clark County Water District office, 118 Hopkins Lane, Winchester, Kentucky 40391, until 2:00 p.m., local time, Tuesday, July 8, 2025, for furnishing labor and materials and performing all work as set forth by the Advertisement, General Conditions, Specifications, and/or Drawings prepared by Bell Engineering. Immediately following the scheduled closing time for the reception of bids, all proposals which have been submitted in accordance with the above conditions will be publicly opened and read aloud.

The work to be bid is described as follows:

CONTRACT 415-24-02
Mt. Sterling Road and KY 89 Water Line Upgrade shall consist of the following:

Upgrade of miscellaneous PVC water lines and accessories. See Form of Proposal for approximate quantities.

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

East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

Bell Engineering
2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509

and various planning agencies, or may be obtained from **Lynn Imaging, Inc., 328 Old Vine Street, Lexington, Kentucky 40507, phone 859/255-1021**, upon receipt of non-refundable deposit as follows:

CONTRACT 415-24-02 - $175.00

Sealed proposals for this Contract shall be clearly marked on the outside of the envelope as follows:

"Sealed Proposal for Contract 415-24-02. Not to be opened until 2:00 p.m., local time, Tuesday, July 8, 2025."

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392, allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for receipt of proposals.

Bids shall be accompanied by a certified check or bid bond made payable to the East Clark County Water District, Winchester, Kentucky, in an amount not less than the percent of the base bid indicated in Specification Section 00200, Instructions to Bidders, Bid Security. No bidder may withdraw his bid for a period of 90 days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified shall not be considered and will be returned unopened to the bidder.

The attention of all contractors is called to the fact that any contract awarded under this Advertisement for Bids is expected to be funded in part by a State Revolving Fund loan from the Kentucky Infrastructure Authority (KIA).

The OWNER's share will be provided from current funds on hand and/or from revenue bonds.

Work to be performed by contractors involved in this project is subject to the minimum wage rates established by the U.S. Department of Labor under the provisions of the Davis-Bacon Act and the Kentucky Department of Labor, as set forth in Chapter 337 of the Kentucky Revised Statutes (per amendments adopted by the 1970 General Assembly). Contractors will be required to pay whichever minimum wage rate is higher for the individual crafts.

The federal wage rate determination will be incorporated into the Specifications by an addendum issued prior to the scheduled bidding date, if applicable.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Where the President's Executive Order No. 11246 is shown, Executive Order No. 11375 also applies.

Bidders must make positive efforts to secure small or minority owned business enterprise participation in this Project.

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

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

Bidders must show a certification of prior work under Executive Order 11246 (Equal Employment Opportunity) as amended.

All contractors and subcontractors must comply with 41 CFR 60-4, in regard to affirmative action. This is to ensure equal opportunity to females and minorities, and apply the time tables and goals set forth in 41 CFR 60-4.

Neither the United States nor any of its departments, agencies or employees is or will be a party to this Invitation for Bids or any resulting contract. This procurement is subject to the requirements outlined in the Kentucky Infrastructure Supplemental General Conditions.

The East Clark County Water District may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the Specifications and may waive any informalities or reject any and all bids.

EAST CLARK COUNTY WATER DISTRICT

By_____
Teddy Marcum, Chairman

Bell Engineering
2480 Fortune Drive
Suite 350
Lexington, Kentucky 40509
Phone: 859/278-5412

END OF SECTION

***

INSTRUCTIONS TO BIDDERS

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

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ARTICLE 1 – DEFINED TERMS

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

A. *Issuing Office* – The office from which the Bidding Documents are to be issued.

ARTICLE 2 – COPIES OF BIDDING DOCUMENTS

2.01 Complete sets of the Bidding Documents may be obtained from the Issuing Office in the number and format stated in the advertisement or invitation to bid.

2.02 Complete sets of Bidding Documents shall be used in preparing Bids; neither Owner nor Engineer assumes any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.03 Owner and Engineer, in making copies of Bidding Documents available on the above terms, do so only for the purpose of obtaining Bids for the Work and do not authorize or confer a license for any other use.

ARTICLE 3 – QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, Bidder shall submit with its Bid (a) written evidence establishing its qualifications such as financial data, previous experience, and present commitments, and (b) the following additional information:

A. Evidence of Bidder's authority to do business in the state where the Project is located.

B. Bidder's state or other contractor license number, if applicable.

C. Subcontractor and Supplier qualification information; coordinate with provisions of Article 12 of these Instructions, "Subcontractors, Suppliers, and Others."

D. Other required information regarding qualifications in C-451, Bidder's Qualifications Statement.

3.02 A Bidder's failure to submit required qualification information within the times indicated may disqualify Bidder from receiving an award of the Contract.

3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

3.04 Bidder is advised to carefully review those portions of the Bid Form requiring Bidder's representations and certifications.

ARTICLE 4 – SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

4.01 *Site and Other Areas*

A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

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4.02 *Existing Site Conditions*

A. Subsurface and Physical Conditions; Hazardous Environmental Conditions

1. The Supplementary Conditions identify:

a. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site.

b. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities).

c. reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.

d. Technical Data contained in such reports and drawings.

2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

B. Underground Facilities: Information and data shown or indicated in the Bidding Documents with respect to existing Underground Facilities at or adjacent to the Site are set forth in the Contract Documents and are based upon information and data furnished to Owner and Engineer by owners of such Underground Facilities, including Owner, or others.

C. Adequacy of Data: Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to subsurface conditions, other physical conditions, and Underground Facilities, and possible changes in the Bidding Documents due to differing or unanticipated subsurface or physical conditions appear in Paragraphs 5.03, 5.04, and 5.05 of the General Conditions. Provisions concerning responsibilities for the adequacy of data furnished to prospective Bidders with respect to a Hazardous Environmental Condition at the Site, if any, and possible changes in the Contract Documents due to any Hazardous Environmental Condition uncovered or revealed at the Site which was not shown or indicated in the Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work, appear in Paragraph 5.06 of the General Conditions.

4.03 *Site Visit and Testing by Bidders*

A. Bidder shall conduct the required Site visit during normal working hours, and shall not disturb any ongoing operations at the Site.

B. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

C. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing

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so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site.

D. Bidder shall comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.

E. Bidder shall fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

4.04 *Owner's Safety Program*

A. Site visits and work at the Site may be governed by an Owner safety program. As the General Conditions indicate, if an Owner safety program exists, it will be noted in the Supplementary Conditions.

4.05 *Other Work at the Site*

A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 5 – BIDDER'S REPRESENTATIONS

5.01 It is the responsibility of each Bidder before submitting a Bid to:

A. examine and carefully study the Bidding Documents, and any data and reference items identified in the Bidding Documents;

B. visit the Site, conduct a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work;

C. become familiar with and satisfy itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work;

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

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

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

F. agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its Bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents;

G. become aware of the general nature of the work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents;

H. promptly give Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder discovers in the Bidding Documents and confirm that the written resolution thereof by Engineer is acceptable to Bidder;

I. determine that the Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work; and

J. agree that the submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 6 – PRE-BID CONFERENCE

6.01 No pre-Bid conference will be held.

ARTICLE 7 – INTERPRETATIONS AND ADDENDA

7.01 All questions about the meaning or intent of the Bidding Documents are to be submitted to Engineer in writing. Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all parties recorded as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

7.02 Addenda may be issued to clarify, correct, supplement, or change the Bidding Documents.

ARTICLE 8 – BID SECURITY

8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of five (5) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a certified check, bank money order, or a Bid bond (on the form included in the Bidding Documents) issued by a surety meeting the requirements of Paragraphs 6.01 and 6.02 of the General Conditions.

8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract Documents, furnished the required contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract Documents and furnish the required contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of

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that Bidder will be forfeited. Such forfeiture shall be Owner's exclusive remedy if Bidder defaults.

8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of seven days after the Effective Date of the Contract or 91 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.

8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which the Work is to be substantially completed, and completed and ready for final payment, are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

11.01 The Contract for the Work, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents with substitute or "or-equal" materials and equipment presumed to be equal but which will have to be proven equal or acceptable during the shop drawing review phase as described in the General Conditions. The materials and equipment described in the Bidding Documents establish a standard of required type, function, and quality to be met by any proposed substitute or "or-equal" item. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of the proposed item will be final. Bidders shall not rely upon approvals made in any other manner. If, after award of the Contract, the Engineer approves a substitute or an "or-equal" item, any reduction made in contract price will be subtracted from the bidder's contract and placed into contingency funds for the Project.

11.02 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.

12.02 Subsequent to the submittal of the Bid, Owner may not require the Successful Bidder or Contractor to retain any Subcontractor, Supplier, or other individual or entity against which Contractor has reasonable objection.

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12.03 The apparent Successful Bidder, and any other Bidder so requested, shall within five days after Bid opening, submit to Owner a list of the Subcontractors or Suppliers proposed for the following portions of the Work: Boring, erosion control, traffic control, pavement, etc.

If requested by Owner, such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, or other individual or entity. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor, Supplier, individual, or entity, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder shall submit a substitute, Bidder's Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.

12.04 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors, Suppliers, or other individuals or entities. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor, Supplier, individual, or entity so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.06 of the General Conditions.

ARTICLE 13 – PREPARATION OF BID

13.01 The Bid Form is included with the Bidding Documents.

A. All blanks on the Bid Form shall be completed in ink and the Bid Form signed in ink. Erasures or alterations shall be initialed in ink by the person signing the Bid Form. A Bid price shall be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.

B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words "No Bid" or "Not Applicable."

13.02 A Bid by a corporation shall be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation shall be shown.

13.03 A Bid by a partnership shall be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The partnership's address for receiving notices shall be shown.

13.04 A Bid by a limited liability company shall be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the firm's address for receiving notices shall be shown.

13.05 A Bid by an individual shall show the Bidder's name and address for receiving notices.

13.06 A Bid by a joint venture shall be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture's address for receiving notices shall be shown.

13.07 All names shall be printed in ink below the signatures.

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13.08 The Bid shall contain an acknowledgment of receipt of all Addenda, the numbers of which shall be filled in on the Bid Form.

13.09 Postal and e-mail addresses and telephone number for communications regarding the Bid shall be shown.

13.10 The Bid shall contain evidence of Bidder's authority and qualification to do business in the state where the Project is located, or Bidder shall covenant in writing to obtain such authority and qualification prior to award of the Contract and attach such covenant to the Bid. Bidder's state contractor license number, if any, shall also be shown on the Bid Form.

ARTICLE 14 – BASIS OF BID

14.01 *Lump Sum*

A. Bidders shall submit a Bid on a lump sum basis as set forth in the Bid Form.

14.02 *Unit Price*

A. Bidders shall submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.

B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity" (which Owner or its representative has set forth in the Bid Form) for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.

C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

14.03 *Allowances*

A. For cash allowances the Bid price shall include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 15 – SUBMITTAL OF BID

15.01 With each copy of the Bidding Documents, a Bidder is furnished one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 7 of the Bid Form.

15.02 A Bid shall be received no later than the date and time prescribed and at the place indicated in the advertisement or invitation to bid and shall be enclosed in a plainly marked package with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted), the name and address of Bidder, and shall be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid shall be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid shall be addressed to the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392.

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15.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 16 – MODIFICATION AND WITHDRAWAL OF BID

16.01 A Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

16.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 16.01 and submit a new Bid prior to the date and time for the opening of Bids.

16.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, that Bidder will be disqualified from further bidding on the Work.

ARTICLE 17 – OPENING OF BIDS

17.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 18 – BIDS TO REMAIN SUBJECT TO ACCEPTANCE

18.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 19 – EVALUATION OF BIDS AND AWARD OF CONTRACT

19.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible. If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, then the Owner will reject the Bid as nonresponsive; provided that Owner also reserves the right to waive all minor informalities not involving price, time, or changes in the Work.

19.02 If Owner awards the contract for the Work, such award shall be to the responsible Bidder submitting the lowest responsive Bid.

19.03 Evaluation of Bids

A. In evaluating Bids, Owner will consider whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.

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B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

19.04 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

19.05 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 20 – BONDS AND INSURANCE

20.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds and insurance. When the Successful Bidder delivers the Agreement (executed by Successful Bidder) to Owner, it shall be accompanied by required bonds and insurance documentation.

ARTICLE 21 – SIGNING OF AGREEMENT

21.01 When Owner issues a Notice of Award to the Successful Bidder, it shall be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder shall execute and deliver the required number of counterparts of the Agreement (and any bonds and insurance documentation required to be delivered by the Contract Documents) to Owner. Within ten days thereafter, Owner shall deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 22 – SALES AND USE TAXES

22.01 See Specification Section C-700, Article 7.09, for instructions.

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BID FORM

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

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ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

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

ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS

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

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

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

Addendum No.	**Addendum, Date**

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

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

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

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

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such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.

F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.

I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.

J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and

D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the price(s) as shown on the Form of Proposal following Article 9.01 of this Section C-410 of these Specifications.

ARTICLE 6 – TIME OF COMPLETION

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

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. List of Project References;

E. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;

F. Contractor's License No.: _____ **[or]** Evidence of Bidder's ability to obtain a State Contractor's License and a covenant by Bidder to obtain said license within the time for acceptance of Bids;

G. Required Bidder Qualification Statement with supporting data; and

ARTICLE 8 – DEFINED TERMS

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

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ARTICLE 9 – BID SUBMITTAL

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

_____

By:
[Signature] _____

[Printed name] _____
(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:
[Signature] _____

[Printed name] _____

Title: _____

Submittal Date: _____

Address for giving notices:

_____

_____

_____

Telephone Number: _____

Fax Number: _____

Contact Name and e-mail address: _____

_____

Bidder's License No.: _____
(where applicable)

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FORM OF PROPOSAL
CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
WINCHESTER, KENTUCKY

Note: The following Form of Proposal shall be followed exactly in submitting a proposal for this work. This copy, properly filled in, shall be used in submitting a proposal.

This proposal is submitted by _____

_____
(Name and Address of Bidding Contractor) Zip Code

Date:_____ Phone No.:_____
Area Code

To: East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

Having carefully examined the complete contract documents, including all general and technical specifications and drawings, special requirements, as well as the project site, the undersigned, hereinafter known as the CONTRACTOR, proposes to furnish all labor, materials, tools, machinery, appliances, supplies, equipment, and services as called for by the applicable contract documents, as well as by all Addenda heretofore issued. We agree to enter into a contract and to complete all work required by and under the terms and conditions of the contract documents for the amounts shown in this proposal form.

We acknowledge receipt of the following Addenda:

No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.
No. _____, dated _____.	No. _____, dated _____.

If none received, write "none" here: _____.

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Item No.	Item	Quantity	Unit	Unit Price	Total
	If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the OWNER indicates to the OWNER that the award is in the best interest of the Project.				
	DIVISION A--MT. STERLING ROAD (U.S. 60)				
	Little Stoner Creek Area				
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,963	L.F.	$_____	$_____
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	85	L.F.	$_____	$_____
3.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	65	L.F.	$_____	$_____
4.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	5	Each	$_____	$_____
5.	3-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$_____	$_____
6.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete	85	L.F.	$_____	$_____
7.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation	85	L.F.	$_____	$_____
8.	12-Inch DR 11, HDPE Direction Drill Creek Crossing, Sta. 17+32 to Sta. 17+92, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$_____	$_____
9.	12-Inch DR 11, HDPE Directional Drill Creek Crossing, Sta. 25+65 to Sta. 26+05, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$_____	$_____
10.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	2	Each	$_____	$_____
11.	Cut, Cap, and Block Existing 6-Inch Line, Complete	2	Each	$_____	$_____
12.	Cut, Cap, and Block Existing 3-Inch Line, Complete	1	Each	$_____	$_____
13.	3/4-Inch HDPE Service Pipe, with 1-1/2 Inch PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	250	L.F.	$_____	$_____
14.	4-Inch DR 9, HDPE Directional Drill Road Crossing, with 2-Inch DR 9, HDPE Carrier Pipe, and Necessary HDPE Transition Fittings, Complete	65	L.F.	$_____	$_____
15.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	10	Each	$_____	$_____
16.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	10	Each	$_____	$_____
17.	Test Meter Assembly, Furnish and Install, Complete	2	Each	$_____	$_____

Item No.	Item	Quantity	Unit	Unit Price	Total
18.	Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$_____	$_____
19.	Automatic Air Release Assembly, Furnish and Install, Complete	2	Each	$_____	$_____
20.	2-Inch DR 9, HDPE Service Line Reconnection, Including 20 L.F. Service Line and HDPE Transition Fittings, Complete	1	L.S.	$_____	$_____
21.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$_____	$_____
22.	Line Locator Marker, Furnishing and Install, Complete	14	Each	$_____	$_____
23.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
24.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
25.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$_____	$_____
26.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$_____	$_____
	SUBTOTAL DIVISION A				$_____
DIVISION B--DYKES LANE AREA					
1.	4-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	130	L.F.	$_____	$_____
2.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	3	Each	$_____	$_____
3.	Cut into Existing 4-Inch Line, Furnish and Install Flushing Hydrant per Detail, and Three 4-Inch Hymax, or Equal, Transition Fittings, Complete	1	L.S.	$_____	$_____
4.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	15	Ton	$_____	$_____
5.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$_____	$_____
6.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$_____	$_____
7.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$_____	$_____
	SUBTOTAL DIVISION B				$_____
DIVISION C--KY 89, STA. 0+00 TO STA. 26+15					
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,615	L.F.	$_____	$_____
2.	3/4-Inch or 1-Inch HDPE Service Pipe, with PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	340	L.F.	$_____	$_____

Item No.	Item	Quantity	Unit	Unit Price	Total
3.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	6	Each	$_____	$_____
4.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	6	Each	$_____	$_____
5.	Automatic Air Release Assembly, Furnish and Install, Complete	1	Each	$_____	$_____
6.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$_____	$_____
7.	Line Locator Marker, Furnishing and Install, Complete	5	Each	$_____	$_____
8.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
9.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
10.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$_____	$_____
11.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$_____	$_____
	SUBTOTAL DIVISION C				$_____
DIVISION D--KY 89, STA. 26+16 TO STA. 69+91					
Section 1					
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,940	L.F.	$_____	$_____
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	50	L.F.	$_____	$_____
3.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	8	Each	$_____	$_____
4.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	50	L.F.	$_____	$_____
5.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	50	L.F.	$_____	$_____
6.	12-Inch x 0.312-Inch Coated Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at Gas Line Crossings	150	L.F.	$_____	$_____
7.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$_____	$_____
8.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$_____	$_____
9.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$_____	$_____

Item No.	Item	Quantity	Unit	Unit Price	Total
10.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	2,225	L.F.	$_____	$_____
11.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	31	L.F.	$_____	$_____
12.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, and 5 L.F. of Service Line, Complete	31	Each	$_____	$_____
13.	Flushing Hydrant Assembly, Furnish and Install, Complete	2	Each	$_____	$_____
14.	Gas Line Crossing Test Station with Detectable Wire to Water Line, Complete	4	Each	$_____	$_____
15.	Cut into Existing 6-Inch Line, Furnish and Install Two 6-Inch Gate Valve, Boxes, Concrete Collars, Flushing Hydrant per Detail, All Ductile Iron, Mechanical Joint Sleeves, Complete	1	L.S.	$_____	$_____
16.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$_____	$_____
17.	Line Locator Marker, Furnishing and Install, Complete	12	Each	$_____	$_____
18.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
19.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$_____	$_____
20.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$_____	$_____
21.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$_____	$_____
	Subtotal Section 1				$_____
Section 2--Hill Top Drive					
1.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	980	L.F.	$_____	$_____
2.	4-Inch DR 9 HDPE Pipe Installed in Cover Pipe, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	71	L.F.	$_____	$_____
3.	8-Inch x 0.375-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	71	L.F.	$_____	$_____
4.	Bore and/or Jack for 8-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	71	L.F.	$_____	$_____
5.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	1	Each	$_____	$_____
6.	Cut, Cap, and Block Existing 3-Inch Line, Complete	2	Each	$_____	$_____

Item No.	Item	Quantity	Unit	Unit Price	Total
7.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	225	L.F.	$_____	$_____
8.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	13	Each	$_____	$_____
9.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	13	Each	$_____	$_____
10.	Test Meter Assembly, Furnish and Install, Complete	1	Each	$_____	$_____
11.	No. 2 Post-Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$_____	$_____
12.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	90	Ton	$_____	$_____
13.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$_____	$_____
14.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	750	L.F.	$_____	$_____
15.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	70	L.F.	$_____	$_____
16.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$_____	$_____
17.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$_____	$_____
	Subtotal Section 2				$_____
	SUBTOTAL DIVISION D, SECTIONS 1 AND 2				$_____
DIVISION E--CUT-IN/FLUSH HYDRANTS					
1.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	4	Each	$_____	$_____
2.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$_____	$_____
3.	Flushing Hydrant Assembly, with Concrete Guard Posts, Furnish and Install, Complete	2	Each	$_____	$_____
4.	Line Locator Marker, Furnishing and Install, Complete	1	Each	$_____	$_____
5.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$_____	$_____
	SUBTOTAL DIVISION E				$_____

CONTRACT 415-24-02 **MT. STERLING ROAD AND KY 89**
WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

Item No.	Item	Quantity	Unit	Unit Price	Total
SUMMARY					
	DIVISION A--MT. STERLING ROAD (U.S. 60)				$_____
	DIVISION B--DYKES LANE AREA				$_____
	DIVISION C--KY 89, STA. 0+00 TO STA. 26+15				$_____
	DIVISION D--KY 89, STA. 26+16 TO STA. 69+91				$_____
	DIVISION E--CUT-IN/FLUSH HYDRANTS				$_____
	TOTAL BID CONTRACT 415-24-02				**$**_____

BID BOND

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

BIDDER *(Name and Address)*:

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

OWNER *(Name and Address)*:
East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

BID
Bid Due Date:
Description *(Project Name— Include Location)*: Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky

BOND
Bond Number:
Date:
Penal sum _____ $ _____
(Words) (Figures)

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

BIDDER	**SURETY**
_____ (Seal)	_____ (Seal)
Bidder's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	Attest: _____
Signature	Signature
Title	Title

Note: Addresses are to be used for giving any required notice.
Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

QUALIFICATIONS STATEMENT

THE INFORMATION SUPPLIED IN THIS DOCUMENT IS CONFIDENTIAL TO THE EXTENT PERMITTED BY LAWS AND REGULATIONS

1. **SUBMITTED BY:**

   Official Name of Firm: _____

   Address: _____

   _____

   _____

2. **SUBMITTED TO:** _____

3. **SUBMITTED FOR:** _____

   Owner: _____

   Project Name: _____

   _____

   _____

   _____

   _____

   TYPE OF WORK: _____

   _____

   _____

4. **CONTRACTOR'S CONTACT INFORMATION**

   Contact Person: _____

   Title: _____

   Phone: _____

   Email: _____

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5. AFFILIATED COMPANIES:

Name: _____

Address: _____

_____

_____

6. TYPE OF ORGANIZATION:

☐ SOLE PROPRIETORSHIP

Name of Owner: _____

Doing Business As: _____

Date of Organization: _____

☐ PARTNERSHIP

Date of Organization: _____

Type of Partnership: _____

Name of General Partner(s): _____

_____

_____

☐ CORPORATION

State of Organization: _____

Date of Organization: _____

Executive Officers:

- President: _____

- Vice President(s): _____

_____

_____

- Treasurer: _____

- Secretary: _____

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☐ LIMITED LIABILITY COMPANY

State of Organization: _____

Date of Organization: _____

Members: _____

_____

_____

_____

☐ JOINT VENTURE

Sate of Organization: _____

Date of Organization: _____

Form of Organization: _____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

Joint Venture Managing Partner

- Name: _____

- Address: _____

_____

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7. LICENSING

Jurisdiction: _____

Type of License: _____

License Number: _____

Jurisdiction: _____

Type of License: _____

License Number: _____

8. CERTIFICATIONS

CERTIFIED BY:

Disadvantage Business Enterprise: _____

Minority Business Enterprise: _____

Woman Owned Enterprise: _____

Small Business Enterprise: _____

Other (_____): _____

9. BONDING INFORMATION

Bonding Company: _____

Address: _____

_____

Bonding Agent: _____

Address: _____

_____

_____

Contact Name: _____

Phone: _____

Aggregate Bonding Capacity: _____

Available Bonding Capacity as of date of this submittal: _____

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10. FINANCIAL INFORMATION

Financial Institution: _____

Address: _____

_____

Account Manager: _____

Phone: _____

INCLUDE AS AN ATTACHMENT AN AUDITED BALANCE SHEET FOR EACH OF THE LAST 3 YEARS ONLY IF REQUIRED BY OWNER SUBSEQUENT TO RECEIPT OF BIDS.

11. CONSTRUCTION EXPERIENCE:

Current Experience:

List on **Schedule A** all uncompleted projects currently under contract (If Joint Venture list each participant's projects separately).

Previous Experience:

List on **Schedule B** all projects completed within the last 5 Years (If Joint Venture list each participant's projects separately).

Has firm listed in Section 1 ever failed to complete a construction contract awarded to it?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Has any Corporate Officer, Partner, Joint Venture participant or Proprietor ever failed to complete a construction contract awarded to them in their name or when acting as a principal of another entity?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

Are there any judgments, claims, disputes or litigation pending or outstanding involving the firm listed in Section 1 or any of its officers (or any of its partners if a partnership or any of the individual entities if a joint venture)?

☐ YES ☐ NO

If YES, attach as an Attachment details including Project Owner's contact information.

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12. SAFETY PROGRAM (ONLY IF REQUESTED AFTER BIDDING):

Name of Contractor's Safety Officer: _____

Include the following as attachments:

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) OSHA No. 500- Log & Summary of Occupational Injuries & Illnesses for the past 5 years.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all OSHA Citations & Notifications of Penalty (monetary or other) received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide as an Attachment Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) list of all safety citations or violations under any state all received within the last 5 years (indicate disposition as applicable) - IF NONE SO STATE.

Provide the following for the firm listed in Section V (and for each proposed Subcontractor furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) the following (attach additional sheets as necessary):

Workers' compensation Experience Modification Rate (EMR) for the last 5 years:

YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____
YEAR	_____	EMR	_____

Total Recordable Frequency Rate (TRFR) for the last 5 years:

YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____
YEAR	_____	TRFR	_____

Total number of man-hours worked for the last 5 Years:

YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____
YEAR	_____	TOTAL NUMBER OF MAN-HOURS	_____

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Provide Contractor's (and Contractor's proposed Subcontractors and Suppliers furnishing or performing Work having a value in excess of 10 percent of the total amount of the Bid) Days Away from Work, Days of Restricted Work Activity or Job Transfer (DART) incidence rate for the particular industry or type of Work to be performed by Contractor and each of Contractor's proposed Subcontractors and Suppliers) for the last 5 years:

YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____
YEAR	_____	DART	_____

13. EQUIPMENT:

MAJOR EQUIPMENT:

List on **Schedule C** all pieces of major equipment available for use on Owner's Project.

NOTE(S) TO USER

*The last 2 pages are to be included in bid documents of projects that are funded in any part by **Abandoned Mine Land (AML).** They are not to be included in projects AML is not funding.*

14. REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS, AND CONTRACTORS

Complete attached affidavit, pages 1 and 2 of 2.

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I HEREBY CERTIFY THAT THE INFORMATION SUBMITTED HEREWITH, INCLUDING ANY ATTACHMENTS, IS TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.

NAME OF ORGANIZATION: _____

BY: _____

TITLE: _____

DATED: _____

NOTARY ATTEST:

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ DAY OF _____, 20___

NOTARY PUBLIC - STATE OF _____

MY COMMISSION EXPIRES: _____

REQUIRED ATTACHMENTS

1. Schedule A (Current Experience).
2. Schedule B (Previous Experience).
3. Schedule C (Major Equipment).
4. Evidence of authority for individuals listed in Section 7 to bind organization to an agreement.
5. Resumes of officers and key individuals (including Safety Officer) of firm named in Section 1.
6. Additional items as pertinent.
7. Owner may require submittal of the following subsequent to receipt of bids:
   a. Audited balance sheet for each of the last 3 years for firm named in Section 1.
   b. Required safety program submittals listed in Section 12.

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SCHEDULE A

CURRENT EXPERIENCE

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE B

PREVIOUS EXPERIENCE (Include ALL Projects Completed within last 5 years)

Project Name	Owner's Contact Person	Design Engineer	Contract Date	Type of Work	Status	Cost of Work
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				
	Name: Address: Telephone:	Name: Company: Telephone:				

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SCHEDULE C - LIST OF MAJOR EQUIPMENT AVAILABLE

ITEM	PURCHASE DATE	CONDITION	ACQUIRED VALUE

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Solicitation/Contract #: _____

REQUIRED AFFIDAVIT FOR BIDDERS, OFFERORS AND CONTRACTORS

FOR BIDS AND CONTRACTS IN GENERAL:

I. Each bidder or offeror swears and affirms under penalty of perjury, that:

a. In accordance with KRS 45A.110 and KRS 45A.115, neither the bidder or offeror as defined in KRS 45A.070(6), nor the entity which he/she represents, has knowingly violated any provisions of the campaign finance laws of the Commonwealth of Kentucky; and the award of a contract to the bidder or offeror or the entity which he/she represents will not violate any provisions of the campaign finance laws of the Commonwealth.

b. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and all subcontractors therein, are aware of the requirements and penalties outlined in KRS 45A.485; have properly disclosed all information required by this statute; and will continue to comply with such requirements for the duration of any contract awarded.

c. The bidder or offeror swears and affirms under penalty of perjury that, to the extent required by Kentucky law, the entity bidding, and its affiliates, are duly registered with the Kentucky Department of Revenue to collect and remit the sales and use tax imposed by KRS Chapter 139, and will remain registered for the duration of any contract awarded.

d. The bidder or offeror swears and affirms under penalty of perjury that the entity bidding is not delinquent on any state taxes or fees owed to the Commonwealth of Kentucky and will remain in good standing for the duration of any contract awarded.

FOR "NON-BID" CONTRACTS (I.E. SOLE-SOURCE; NOT-PRACTICAL OR FEASIBLE TO BID; OR EMERGENCY CONTRACTS, ETC):

II. Each contractor further swears and affirms under penalty of perjury, that:

a. In accordance with KRS 121.056, and if this is a non-bid contract, neither the contractor, nor any member of his/her immediate family having an interest of 10% or more in any business entity involved in the performance of any contract awarded, have contributed more than the amount specified in KRS 121.150 to the campaign of the gubernatorial slate elected in the election last preceding the date of contract award.

b. In accordance with KRS 121.330(1) and (2), and if this is a non-bid contract, neither the contractor, nor officers or employees of the contractor or any entity affiliated with the contractor, nor the spouses of officers or employees of the contractor or any entity affiliated with the contractor, have knowingly contributed more than $5,000 in aggregate to the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract award.

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c. In accordance with KRS 121.330(3) and (4), and if this is a non-bid contract, to the best of his/her knowledge, neither the contractor, nor any member of his/her immediate family, his/her employer, or his/her employees, or any entity affiliated with any of these entities or individuals, have directly solicited contributions in excess of $30,000 in the aggregate for the campaign of a candidate elected in the election last preceding the date of contract award that has jurisdiction over this contract.

As a duly authorized representative for the bidder, offeror, or contractor, I have fully informed myself regarding the accuracy of all statements made in this affidavit, and acknowledge that the Commonwealth is reasonably relying upon these statements, in making a decision for contract award and any failure to accurately disclose such information may result in contract termination, repayment of funds and other available remedies under law.

_____ _____
Signature Printed Name

_____ _____
Title Date

Company Name _____

Address _____

_____

_____

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

of _____ this _____day of _____,20___.
(Company Name)

_____
Notary Public

[seal of notary] My commission expires: _____

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AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between East Clark County Water District ("Owner") and

_____ ("Contractor").

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: _____

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:

Contract 415-24-02
Mt. Sterling Road and KY 89 Water Line Upgrade
East Clark County Water District
Clark County, Kentucky

ARTICLE 3 – ENGINEER

3.01 The part of the Project that pertains to the Work has been designed by Bell Engineering, 2480 Fortune Drive, Suite 350, Lexington, Kentucky 40509.

3.02 The Owner has retained Bell Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 180 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 210 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed

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and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner $750.00 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner $750.00 for each day that expires after such time until the Work is completed and ready for final payment.

3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

4.04 *Special Damages*

A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item). The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

B. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

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ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 *Progress Payments; Retainage*

A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 90 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 7 – INTEREST

7.01 Not applicable.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.

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

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

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

E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.

F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.

G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to ___, inclusive).
2. Performance bond (pages ___ to ___, inclusive).
3. Payment bond (pages ___ to ___, inclusive).
4. Other bonds.
    a. Bid bond (pages ___ to ___, inclusive).

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5. General Conditions (pages ___ to ___, inclusive).
6. Supplementary Conditions (pages ___ to ___, inclusive).
7. Specifications as listed in the table of contents of the Project Manual.
8. Drawings (not attached but incorporated by reference) consisting of ___ sheets with each sheet bearing the following general title: Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky.
9. Addenda (numbers ___ to ___, inclusive).
10. Exhibits to this Agreement (enumerated as follows):
    a. Contractor's Bid (pages ___ to ___, inclusive).
11. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    a. Notice to Proceed.
    b. Work Change Directives.
    c. Change Orders.
    d. Field Orders.

B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 10 – MISCELLANEOUS

10.01 *Terms*

A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

10.02 *Assignment of Contract*

A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

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10.04 *Severability*

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

OWNER: EAST CLARK COUNTY WATER DISTRICT	CONTRACTOR:
By: Teddy Marcum	By:
Title: Chairman	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
118 Hopkins Lane	
Winchester, Kentucky 40391	
	License No.: *(where applicable)*

(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

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EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

PERFORMANCE BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 16

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after:

3.1 The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

3.2 The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

3.3 The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:

7.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

7.2 additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and

7.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.

9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.

10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

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11. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

14. Definitions

14.1 Balance of the Contract Price: The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

14.2 Construction Contract: The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

14.3 Contractor Default: Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

14.4 Owner Default: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

14.5 Contract Documents: All the documents that comprise the agreement between the Owner and Contractor.

15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

16. Modifications to this Bond are as follows:

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PAYMENT BOND

CONTRACTOR *(name and address)*:

SURETY *(name and address of principal place of business)*:

OWNER *(name and address)*:
East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

CONSTRUCTION CONTRACT
Effective Date of the Agreement:
Amount:
Description *(name and location)*: Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky

BOND
Bond Number:
Date *(not earlier than the Effective Date of the Agreement of the Construction Contract)*:
Amount:
Modifications to this Bond Form: ☐ None ☐ See Paragraph 18

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

CONTRACTOR AS PRINCIPAL	**SURETY**
_____ *(seal)*	_____ *(seal)*
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	**By:** _____
Signature	Signature *(attach power of attorney)*
_____	_____
Print Name	Print Name
_____	_____
Title	Title
Attest: _____	**Attest:** _____
Signature	Signature
_____	_____
Title	Title

Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

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1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.

4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.

5. The Surety's obligations to a Claimant under this Bond shall arise after the following:

    5.1 Claimants who do not have a direct contract with the Contractor,

        5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

        5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).

    5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).

6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.

7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

    7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

    7.2 Pay or arrange for payment of any undisputed amounts.

    7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.

11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the

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Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. **Definitions**

16.1 **Claim:** A written statement by the Claimant including at a minimum:

1. The name of the Claimant;
2. The name of the person for whom the labor was done, or materials or equipment furnished;
3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
4. A brief description of the labor, materials, or equipment furnished;
5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
7. The total amount of previous payments received by the Claimant; and
8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4 **Owner Default**: Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

18. Modifications to this Bond are as follows:

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

10. *Claim*—(a) A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract; or (b) a demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision

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regarding a Change Proposal; or seeking resolution of a contractual issue that Engineer has declined to address. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.

17. *Cost of the Work*—See Paragraph 13.01 for definition.

18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

20. *Engineer*—The individual or entity named as such in the Agreement.

21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

22. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

23. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

24. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.

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25. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

26. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

27. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

28. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

29. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

30. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

31. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

32. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative.

33. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

34. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review of the submittals and the performance of related construction activities.

35. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

36. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

37. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

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38. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

39. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

40. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

41. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

42. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

43. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

44. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

45. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

46. *Unit Price Work*—Work to be paid for on the basis of unit prices.

47. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.

48. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

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1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Intent of Certain Terms or Adjectives*:

1. The Contract Documents include the terms "as allowed," "as approved," "as ordered," "as directed" or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives "reasonable," "suitable," "acceptable," "proper," "satisfactory," or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.

C. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

D. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or 15.04).

E. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words

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"furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

F. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

C. *Evidence of Owner's Insurance*: After receipt of the executed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each named insured and additional insured (as identified in the Supplementary Conditions or otherwise), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit to Engineer for timely review:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

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2.04 *Preconstruction Conference; Designation of Authorized Representatives*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review for acceptability to Engineer as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer.

1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure Project website.

B. If the Contract does not establish protocols for electronic or digital transmittals, then Owner, Engineer, and Contractor shall jointly develop such protocols.

C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

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ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

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2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder.

B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

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3.05 *Reuse of Documents*

A. Contractor and its Subcontractors and Suppliers shall not:

1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media editions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or

2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.

B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence to run on the thirtieth day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the sixtieth day after the day of Bid opening or the thirtieth day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work shall be done at the Site prior to such date.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

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2. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Times and Contract Price. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;

2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and

4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Price or Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

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ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.

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B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. those drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

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4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine the necessity of Owner's obtaining additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, or both, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. with respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,

    c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site

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and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and

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recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, or both, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;

c. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

d. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, or both, then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, or both, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings*: The Supplementary Conditions identify:

1. those reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and

2. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer,

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or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.

C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.

F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

H. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

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conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J shall obligate Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.

K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of all of Contractor's obligations under the Contract. These bonds shall remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the Supplementary Conditions, or other specific provisions of the Contract. Contractor shall also furnish such other bonds as are required by the Supplementary Conditions or other specific provisions of the Contract.

B. All bonds shall be in the form prescribed by the Contract except as provided otherwise by Laws or Regulations, and shall be executed by such sureties as are named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended and supplemented) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. A bond

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signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in any state or jurisdiction where any part of the Project is located, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which shall comply with the bond and surety requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

F. Upon request, Owner shall provide a copy of the payment bond to any Subcontractor, Supplier, or other person or entity claiming to have furnished labor or materials used in the performance of the Work.

6.02 *Insurance—General Provisions*

A. Owner and Contractor shall obtain and maintain insurance as required in this Article and in the Supplementary Conditions.

B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.

C. Contractor shall deliver to Owner, with copies to each named insured and additional insured (as identified in this Article, in the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Contractor has obtained and is maintaining the policies, coverages, and endorsements required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Contractor may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

D. Owner shall deliver to Contractor, with copies to each named insured and additional insured (as identified in this Article, the Supplementary Conditions, or elsewhere in the Contract), certificates of insurance establishing that Owner has obtained and is maintaining the policies, coverages, and endorsements required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies and endorsements, and documentation of applicable self-insured retentions and deductibles. Owner may block out (redact) any confidential premium or pricing information contained in any policy or endorsement furnished under this provision.

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E. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, shall not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.

F. If either party does not purchase or maintain all of the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.

G. If Contractor has failed to obtain and maintain required insurance, Owner may exclude the Contractor from the Site, impose an appropriate set-off against payment, and exercise Owner's termination rights under Article 16.

H. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price shall be adjusted accordingly.

I. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests.

J. The insurance and insurance limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to Owner and other individuals and entities in the Contract.

6.03 *Contractor's Insurance*

A. *Workers' Compensation*: Contractor shall purchase and maintain workers' compensation and employer's liability insurance for:

1. claims under workers' compensation, disability benefits, and other similar employee benefit acts.

2. United States Longshoreman and Harbor Workers' Compensation Act and Jones Act coverage (if applicable).

3. claims for damages because of bodily injury, occupational sickness or disease, or death of Contractor's employees (by stop-gap endorsement in monopolist worker's compensation states).

4. Foreign voluntary worker compensation (if applicable).

B. *Commercial General Liability—Claims Covered*: Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against:

1. claims for damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees.

2. claims for damages insured by reasonably available personal injury liability coverage.

3. claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.

C. *Commercial General Liability—Form and Content*: Contractor's commercial liability policy shall be written on a 1996 (or later) ISO commercial general liability form (occurrence form) and include the following coverages and endorsements:

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1. Products and completed operations coverage:
    a. Such insurance shall be maintained for three years after final payment.
    b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.
2. Blanket contractual liability coverage, to the extent permitted by law, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
3. Broad form property damage coverage.
4. Severability of interest.
5. Underground, explosion, and collapse coverage.
6. Personal injury coverage.
7. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together); or CG 20 10 07 04 and CG 20 37 07 04 (together); or their equivalent.
8. For design professional additional insureds, ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.

D. *Automobile liability*: Contractor shall purchase and maintain automobile liability insurance against claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy shall be written on an occurrence basis.

E. *Umbrella or excess liability*: Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the paragraphs above. Subject to industry-standard exclusions, the coverage afforded shall follow form as to each and every one of the underlying policies.

F. *Contractor's pollution liability insurance*: Contractor shall purchase and maintain a policy covering third-party injury and property damage claims, including clean-up costs, as a result of pollution conditions arising from Contractor's operations and completed operations. This insurance shall be maintained for no less than three years after final completion.

G. *Additional insureds*: The Contractor's commercial general liability, automobile liability, umbrella or excess, and pollution liability policies shall include and list as additional insureds Owner and Engineer, and any individuals or entities identified in the Supplementary Conditions; include coverage for the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of all such additional insureds; and the insurance afforded to these additional insureds shall provide primary coverage for all claims covered thereby (including as applicable those arising from both ongoing and completed operations) on a non-contributory basis. Contractor shall obtain all necessary endorsements to support these requirements.

H. *Contractor's professional liability insurance*: If Contractor will provide or furnish professional services under this Contract, through a delegation of professional design services or otherwise, then Contractor shall be responsible for purchasing and maintaining applicable professional liability insurance. This insurance shall provide protection against claims arising

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out of performance of professional design or related services, and caused by a negligent error, omission, or act for which the insured party is legally liable. It shall be maintained throughout the duration of the Contract and for a minimum of two years after Substantial Completion. If such professional design services are performed by a Subcontractor, and not by Contractor itself, then the requirements of this paragraph may be satisfied through the purchasing and maintenance of such insurance by such Subcontractor.

I. *General provisions*: The policies of insurance required by this Paragraph 6.03 shall:

1. include at least the specific coverages provided in this Article.

2. be written for not less than the limits of liability provided in this Article and in the Supplementary Conditions, or required by Laws or Regulations, whichever is greater.

3. contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, or renewal refused until at least 10 days prior written notice has been given to Contractor. Within three days of receipt of any such written notice, Contractor shall provide a copy of the notice to Owner, Engineer, and each other insured under the policy.

4. remain in effect at least until final payment (and longer if expressly required in this Article) and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract Documents.

5. be appropriate for the Work being performed and provide protection from claims that may arise out of or result from Contractor's performance of the Work and Contractor's other obligations under the Contract Documents, whether it is to be performed by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable.

J. The coverage requirements for specific policies of insurance must be met by such policies, and not by reference to excess or umbrella insurance provided in other policies.

6.04 *Owner's Liability Insurance*

A. In addition to the insurance required to be provided by Contractor under Paragraph 6.03, Owner, at Owner's option, may purchase and maintain at Owner's expense Owner's own liability insurance as will protect Owner against claims which may arise from operations under the Contract Documents.

B. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.

6.05 *Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the full insurable replacement cost thereof (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). This insurance shall:

1. include the Owner and Contractor as named insureds, and all Subcontractors, and any individuals or entities required by the Supplementary Conditions to be insured under such builder's risk policy, as insureds or named insureds. For purposes of the remainder

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of this Paragraph 6.05, Paragraphs 6.06 and 6.07, and any corresponding Supplementary Conditions, the parties required to be insured shall collectively be referred to as "insureds."

2. be written on a builder's risk "all risk" policy form that shall at least include insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment in transit, and shall insure against at least the following perils or causes of loss: fire; lightning; windstorm; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; flood; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; water damage (other than that caused by flood); and such other perils or causes of loss as may be specifically required by the Supplementary Conditions. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake; volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance may be provided through other insurance policies acceptable to Owner and Contractor.

3. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

4. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers and architects).

5. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).

6. extend to cover damage or loss to insured property while in transit.

7. allow for partial occupation or use of the Work by Owner, such that those portions of the Work that are not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

8. allow for the waiver of the insurer's subrogation rights, as set forth below.

9. provide primary coverage for all losses and damages caused by the perils or causes of loss covered.

10. not include a co-insurance clause.

11. include an exception for ensuing losses from physical damage or loss with respect to any defective workmanship, design, or materials exclusions.

12. include performance/hot testing and start-up.

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13. be maintained in effect, subject to the provisions herein regarding Substantial Completion and partial occupancy or use of the Work by Owner, until the Work is complete.

B. *Notice of Cancellation or Change*: All the policies of insurance (and the certificates or other evidence thereof) required to be purchased and maintained in accordance with this Paragraph 6.05 will contain a provision or endorsement that the coverage afforded will not be canceled or materially changed or renewal refused until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured.

C. *Deductibles*: The purchaser of any required builder's risk or property insurance shall pay for costs not covered because of the application of a policy deductible.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide notice of such occupancy or use to the builder's risk insurer. The builder's risk insurance shall not be canceled or permitted to lapse on account of any such partial use or occupancy; rather, those portions of the Work that are occupied or used by Owner may come off the builder's risk policy, while those portions of the Work not yet occupied or used by Owner shall remain covered by the builder's risk insurance.

E. *Additional Insurance*: If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.05, it may do so at Contractor's expense.

F. *Insurance of Other Property*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, such as tools, construction equipment, or other personal property owned by Contractor, a Subcontractor, or an employee of Contractor or a Subcontractor, then the entity or individual owning such property item will be responsible for deciding whether to insure it, and if so in what amount.

6.06 *Waiver of Rights*

A. All policies purchased in accordance with Paragraph 6.05, expressly including the builder's risk policy, shall contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all Subcontractors, all individuals or entities identified in the Supplementary Conditions as insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused. None of the above waivers shall extend to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

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B. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for:

1. loss due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other perils whether or not insured by Owner; and

2. loss or damage to the completed Project or part thereof caused by, arising out of, or resulting from fire or other insured peril or cause of loss covered by any property insurance maintained on the completed Project or part thereof by Owner during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06.

C. Any insurance policy maintained by Owner covering any loss, damage or consequential loss referred to in Paragraph 6.06.B shall contain provisions to the effect that in the event of payment of any such loss, damage, or consequential loss, the insurers will have no rights of recovery against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them.

D. Contractor shall be responsible for assuring that the agreement under which a Subcontractor performs a portion of the Work contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from any of the perils or causes of loss covered by builder's risk insurance and any other property insurance applicable to the Work.

6.07 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of insurance required by Paragraph 6.05 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.05 shall distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, the damaged Work shall be repaired or replaced, the money so received applied on account thereof, and the Work and the cost thereof covered by Change Order, if needed.

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ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.

B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below.

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1. If Engineer in its sole discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

    a. in the exercise of reasonable judgment Engineer determines that:

        1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

        2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

        3) it has a proven record of performance and availability of responsive service; and

        4) it is not objectionable to Owner.

    b. Contractor certifies that, if approved and incorporated into the Work:

        1) there will be no increase in cost to the Owner or increase in Contract Times; and

        2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

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1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

    a. shall certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design,

        2) be similar in substance to that specified, and

        3) be suited to the same use as that specified.

    b. will state:

        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

        3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

    c. will identify:

        1) all variations of the proposed substitute item from that specified, and

        2) available engineering, sales, maintenance, repair, and replacement services.

    d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

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D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.05.D, by timely submittal of a Change Proposal.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner.

B. Contractor shall retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of designated parts of the Work if required by the Contract to do so.

C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor, Supplier, or other individual or entity to furnish or perform any of the Work against which Contractor has reasonable objection.

D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

E. Owner may require the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors, Suppliers, or other individuals or entities for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor, Supplier, or other individual or entity so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor, Supplier, or other individual or entity.

F. If Owner requires the replacement of any Subcontractor, Supplier, or other individual or entity retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, or both, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.

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G. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

H. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

I. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

J. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

K. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

L. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

M. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner and Engineer.

N. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

O. Nothing in the Contract Documents:

1. shall create for the benefit of any such Subcontractor, Supplier, or other individual or entity any contractual relationship between Owner or Engineer and any such Subcontractor, Supplier, or other individual or entity; nor

2. shall create any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity except as may otherwise be required by Laws and Regulations.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents.

B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents,

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consultants, and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.

C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits and licenses. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work

7.09 *Taxes*

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It shall not be Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this shall not relieve Contractor of Contractor's obligations under Paragraph 3.03.

C. Owner or Contractor may give notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated

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contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.12 *Safety and Protection*

A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;

2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and

3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. The Supplementary Conditions identify any Owner's safety programs that are applicable to the Work.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform

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any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. If Engineer determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

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d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

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2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions or programs incident thereto.

3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

4. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

5. Engineer's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for complying with the requirements of Paragraph 7.16.A and B.

6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

7. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer and its officers, directors, members, partners, employees, agents, consultants, and subcontractors shall be entitled to rely on Contractor's warranty and guarantee.

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B. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

C. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;

2. recommendation by Engineer or payment by Owner of any progress or final payment;

3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;

4. use or occupancy of the Work or any part thereof by Owner;

5. any review and approval of a Shop Drawing or Sample submittal;

6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

D. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract shall govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any

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such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

C. The indemnification obligations of Contractor under Paragraph 7.18.A shall not extend to the liability of Engineer and Engineer's officers, directors, members, partners, employees, agents, consultants and subcontractors arising out of:

1. the preparation or approval of, or the failure to prepare or approve maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or

2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.19 *Delegation of Professional Design Services*

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents for a portion of the Work or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

E. Contractor shall not be responsible for the adequacy of the performance or design criteria specified by Owner or Engineer.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

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B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner for whom the Owner is responsible causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times, or both. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment shall take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the

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final negotiation of the terms of the Contract. When applicable, any such equitable adjustment in Contract Price shall be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this paragraph.

C. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due to Contractor.

D. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

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9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

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ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in Paragraph 10.08. If Owner designates another representative or agent to represent Owner at the Site who is not Engineer's consultant, agent, or employee, the responsibilities and authority and limitations thereon of such other individual or entity will be as provided in the Supplementary Conditions.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

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10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, shall create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

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1. *Change Orders*:

    a. If an amendment or supplement to the Contract Documents includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order. A Change Order also may be used to establish amendments and supplements of the Contract Documents that do not affect the Contract Price or Contract Times.

    b. Owner and Contractor may amend those terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, without the recommendation of the Engineer. Such an amendment shall be set forth in a Change Order.

2. *Work Change Directives*: A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.04 regarding change of Contract Price. Contractor must submit any Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive. Owner must submit any Claim seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 60 days after issuance of the Work Change Directive.

3. *Field Orders*: Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

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11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2); or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.04.C.2.a and 11.04.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

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e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal.

2. *Engineer's Action*: Engineer will review each Change Proposal and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change

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Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of this Paragraph 11.07, it shall be deemed to be of full force and effect, as if fully executed.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. *Claims Process*: The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim shall rest with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or

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Contract Price, or both, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process shall resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process shall resume as of the date of the conclusion of the mediation, as determined by the mediator.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action shall be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.

F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim shall be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.

G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim shall be incorporated in a Change Order to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

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2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, bonuses, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, shall be included in the above to the extent authorized by Owner.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, who will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

    a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

    b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

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c. Rentals of all construction equipment and machinery, and the parts thereof, whether rented from Contractor or others in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.

e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.

f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of property insurance established in accordance with Paragraph 6.05), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses shall be included in the Cost of the Work for the purpose of determining Contractor's fee.

g. The cost of utilities, fuel, and sanitary facilities at the Site.

h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.

i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's officers, executives, principals (of partnerships and sole proprietorships), general managers, safety managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expediters, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.

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5. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Allowances*

A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.

B. *Cash Allowances*: Contractor agrees that:

1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and

2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment on account of any of the foregoing will be valid.

C. *Contingency Allowance*: Contractor agrees that a contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.

D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

13.03 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual

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conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work shall be governed by the provisions of Paragraph 14.05.

C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

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4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer

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as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work shall not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace rejected Work as required by Engineer, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

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B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

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C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

    a. the Work has progressed to the point indicated;

    b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and

    c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

    a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

    b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:

    a. to supervise, direct, or control the Work, or

    b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or

    c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work, or

    d. to make any examination to ascertain how or for what purposes Contractor has used the money paid on account of the Contract Price, or

    e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.

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5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.

6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

    a. the Work is defective, requiring correction or replacement;

    b. the Contract Price has been reduced by Change Orders;

    c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

    e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*:

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

    a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

    b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

    c. Contractor has failed to provide and maintain required bonds or insurance;

    d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

    e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

    f. the Work is defective, requiring correction or replacement;

    g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

    h. the Contract Price has been reduced by Change Orders;

    i. an event that would constitute a default by Contractor and therefore justify a termination for cause has occurred;

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j. liquidated damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens;

l. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld shall be treated as an amount due as determined by Paragraph 15.01.C.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have seven days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and

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Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.

D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.

E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through E for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.05 regarding builder's risk or other property insurance.

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15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled; and

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary in

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Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. At the same time Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to the provisions of Paragraph 15.07. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off against Engineer's recommendation, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions above with respect to progress payments) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from unsettled Liens, from defective Work appearing after final inspection pursuant to Paragraph 15.05, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or

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arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;

3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or

4. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) ten days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default, and give Contractor (and any surety) notice that the Contract is terminated; and

2. enforce the rights available to Owner under any applicable performance bond.

C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the

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Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within seven days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.

G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond shall govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate For Convenience*

A. Upon seven days written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and

3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.

B. Contractor shall not be paid on account of loss of anticipated overhead, profits, or revenue, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner

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or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, seven days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

B. *Final Resolution of Disputes*: For any dispute subject to resolution under this Article, Owner or Contractor may:

1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions; or

2. agree with the other party to submit the dispute to another dispute resolution process; or

3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended; or

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a

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Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

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SUPPLEMENTARY CONDITIONS

CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

SC-1.01 Defined Terms

A. Section 00700, following Article 1.01.A.48, add the following paragraph:

49. Bonds--Bid, performance and payment bonds, and/or other instruments of security.

B. Section00700--Article 1.01.A.27, change the first sentence to read: "A written notice by Owner to Contractor (with copy to Engineer) . . ."

C. Section 00700, following Article 1.01.A.49, add the following paragraph:

50. Partial Utilization--Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching completion for all the Work.

D. Section 00700, following Article 1.01.A.50, add the following paragraph:

51. Special Conditions--Additional instructions to the Bidder/Contractor denoting special construction or other requirements applicable to this Contract.

E. Section 00700--Article 1.01.31, delete this paragraph in its entirety.

F. Section 00700--Article 1.01.A.37, revise the paragraph to read "Lands or areas indicated in the Contract Documents as being furnished by the Owner upon which the work is to be performed, including fee simple property, rights-of-way, permanent and temporary construction easements, encroachment permits from governmental and private entities, and such other lands furnished by the Owner which are designated for the use of the Contractor in the completion of the Work."

G. Section 00700, following Article 1.01.A.51, add the following paragraph:

52. Written Notice--Any notice to any party of this Agreement in writing and considered delivered and the service thereof completed, when posted by certified or registered mail to the said party at his last given address, or delivered in person to said party or his authorized representative on the Work.

ARTICLE 2 – PRELIMINARY MATTERS

SC-2.05 Initial Acceptance of Schedules

A. SC-2.05, delete paragraph A and replace with the following paragraph A:

A. Initial Acceptance of Schedules

The Contractor shall, within 5 days after the Work commences on the Contract or another period of time determined by the Owner/Engineer, prepare and submit to the Owner/Engineer:

1. Three copies of a practicable schedule showing the order in which the Contractor proposes to perform the Work, and the dates on which the Contractor contemplates starting and completing to several salient features of the Work (including acquiring materials, plant, and

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equipment). The Schedule shall be in the form of a progress chart of suitable scale to indicate appropriately the percentage of Work schedules for completion by any given date during the period. If the Contractor fails to submit a schedule within the time prescribed, the Owner/Engineer may withhold approval of progress payments until the Contractor submits the required schedule.

2. The Contractor shall enter the actual progress on the chart at the end of each month during the construction period and upon doing so shall immediately deliver 3 copies of the annotated schedule to the Owner/Engineer.

3. If the Contractor falls behind the progress schedule, the Contractor shall take such steps as may be necessary to improve the progress. Such steps may include increasing the number of shifts, overtime operations, days of work, amount of construction plant, or all of them, and to submit for review any supplementary schedule or schedules in chart form necessary to demonstrate the manner in which the agreed rate of progress will be regained, all without additional cost to the Owner.

4. Failure of the Contractor to prosecute the Work with sufficient diligence to ensure completion within the time specified in the Contract, or failure of the Contractor to take necessary steps to improve the Contractor's progress should it fall behind the Contractor's schedule shall be grounds for the Owner to terminate the Contractor's right to proceed with the Work, or any separate part of it, in accordance with the terms of the Contract.

5. A schedule of Shop Drawing submissions acceptable to the Engineer as providing a workable arrangement for processing the submissions.

6. A schedule of values for all of the work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. the schedule of values must be acceptable to the Engineer as to form and substance.

7. The Contractor shall also submit a schedule of payments that the Contractor anticipates the Contractor will earn during the course of the Work.

ARTICLE 3 - DOCUMENTS: INTENT, REQUIREMENTS, REUSE

SC-3.01 Intent

A. Insert the following new paragraphs under Article 3.01:

B. The Contract Documents comprise the entire Agreement between the Owner and the Contractor concerning the Work.

C. When words which have a well-known technical or trade meaning are used to describe the Work, materials or equipment, such words shall be interpreted in accordance with that meaning.

D. In case of conflict between the Drawings and Specifications, the Specifications shall govern unless specifically noted to the contrary in the Drawings. Figure dimensions on Drawings shall govern over scale dimensions, and detailed drawings shall govern over General Drawings.

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ARTICLE 4 - COMMENCEMENT AND PROGRESS OF THE WORK

SC-4.01 Commencement of Contract Timer; Notice to Proceed

A. Change the last sentence to read:

"In no event will the Contract Times commence to run later than the one hundred forty-fifth (145) days after the day of Bid opening or the thirtieth (30) day after the Effective Date of the Contract, whichever date is earlier."

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

SC-5.01 Availability of Lands

A. Add the following new paragraph under Article 5.01:

D. All land required for this Project is presently owned by the Owner or is under condemnation. The limits of ownership are shown on the Drawings. Easements for pipelines have been obtained by the Owner or are under condemnation. Easement widths are shown on the Drawings.

SC-5.03 Subsurface and Physical Conditions

A. Delete paragraphs 5.03.A and 5.03.B in their entirety and insert the following:

A. No reports of explorations or tests of subsurface conditions at or adjacent to the Site, or drawings of physical conditions relating to existing surface or subsurface structures at the Site, are known to Owner.

SC-5.04 Differing Subsurfaces or Conditions

A. Add the following paragraphs:

E. Damages

1. Repair to existing utilities and facilities damaged by the Contractor's construction forces shall be considered as a part of the Contract covered only by the prices bid for the new construction. The only exceptions to this provision, wherein extra compensation will be authorized, are:

a. Relocation of an existing facility due to direct conflict with the new pipeline.

b. Relocation (outside of limits of maximum allowable trench widths) of an existing facility presently located within the bounds of maximum allowable trench width, where necessitated for assurance against future damage due to settlement or to permit reasonable access to the new work.

2. Repair to damaged underground utilities, whether reimbursable or otherwise, must meet the requirements of the agency in charge of that particular utility.

3. The intent of this article is to assure compensation to the Contractor for changes in existing utilities reasonably necessary, and at the same time, to protect the Owner against excessive damages due to carelessness of the Contractor's construction forces.

4. Compensation for extra work covered herein shall be in accordance with other provisions of the general conditions.

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SC-5.05 Underground Facilities:

A. Add the following paragraphs:

F. The layout of the work shall be the responsibility of the Contractor and shall be subject to checking by the Engineer. The Engineer shall establish base lines and a system of bench levels for the Contractor's use as required. All instruments, stakes, barricades, traffic signs, flags, and other materials necessary, and personnel needed for establishing and marking lines, grades, and structure location during construction, shall be the responsibility of the Contractor.

The Contractor's personnel engaged in the layout work described herein and the aides furnished to the Engineer shall be fully capable of performing the duties set out herein and shall be fully qualified for the work required.

1. Sewer Lines

The Engineer will provide geometric base data for the Contractor's use in locating sewers and facilities in the design location. The locations for vertical control (bench marks) are shown on the Drawings with elevation and description duly noted. Each manhole, pumping station, wetwell or other notable sewage system component shall have the coordinates shown at the individual locations or listed with the General Notes of the Drawings. It shall be the Contractor's responsibility to locate the new facilities in their intended position using survey grade GPS survey equipment. It shall also be the Contractor's responsibility to provide offset hubs at each manhole or such reference points as may be required to maintain the location of each new installation.

Where the Contractor elects to use grade (batter) boards for sewer construction, offset line, and grade stakes shall be set and cut sheets prepared before trenching work is started. All stakeout work and cut sheet preparation shall be accomplished by the Contractor, the Engineer being responsible review and checking the finished cut sheets. The Contractor shall provide all material, equipment, and labor for all stakeout work. Cut sheets, where required, shall be prepared on forms supplied by the Engineer (HKB Form 404-4).

The cut sheets shall contain the following minimum information:

a. Manhole stations

b. Grade between manholes

c. Centerline and offset stations

d. Amount and direction of offset

e. Centerline elevation

f. Centerline cut

g. Offset elevation

h. Offset cut

i. Utilities information and depths and/or any other pertinent information

Where the Contractor elects to use grade (batter) boards for sewer construction, offset line shall be set perpendicular to each 25 foot centerline station. Where laser beam equipment is to be used, the offset line shall be as required for the specific type of laser equipment used. In either case, the Contractor shall be required to maintain at least the offsets at manholes until the sewer main bas been constructed.

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Where paving or curbs and gutters are existing or where line and grade stakes have been established for same, the Contract shall determine the elevation of and construct the manholes to the height of the adjacent facilities either existing or proposed. Where paving curbs and gutters or stakes are not existing, the Contractor shall construct the manholes to the height determined by the Engineer.

The Contractor shall furnish all materials required for layout by the Contractor's forces. The Contractor shall furnish all labor and equipment for clearing underbrush, weeds, etc., prior to staking of the sewers.

2. Water, Gas, and Sewage Force Mains

Trench line stations will be set by the Contractor ahead of trenching. These will be set at least every 100 feet of pipeline and at the locations of all pipeline accessories.

SC-5.06 Delete Paragraphs 5.06.A and 5.06.B in their entirety and insert the following:

A. No reports or drawings related to Hazardous Environmental Conditions at the Site are known to Owner.

B. Not Used.

ARTICLE 6 – BONDS AND INSURANCE

SC-6.03 Contractor's Insurance

A. Add the following new paragraph immediately after Paragraph 6.03.J:

K. The limits of liability for the insurance required by Paragraph 6.03 of the General Conditions shall provide coverage for not less than the following amounts or greater where required by Laws and Regulations:

1. Workers' Compensation, and related coverages under Paragraphs 6.03.A.1 and A.2 of the General Conditions:

State:	Statutory
Federal, if applicable (e.g., Longshoreman's):	Statutory
Jones Act coverage, if applicable:	
Bodily injury by accident, each accident	$_____ ($500,000 min)
Bodily injury by disease, aggregate	$_____ ($500,000 min)
Employer's Liability:	
Bodily injury, each accident	$_____ ($500,000 min)
Bodily injury by disease, each employee	$_____ ($500,000 min)
Bodily injury/disease aggregate	$_____ ($500,000 min)

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For work performed in monopolistic states, stop-gap liability coverage shall be endorsed to either the worker's compensation or commercial general liability policy with a minimum limit of: $_____

Foreign voluntary worker compensation Statutory

2. Contractor's Commercial General Liability under Paragraphs 6.03.B and 6.03.C of the General Conditions:

General Aggregate	$_____ ($2,000,000 min)
Products - Completed Operations Aggregate	$_____ ($2,000,000 min)
Personal and Advertising Injury	$_____ ($1,000,000 min)
Each Occurrence (Bodily Injury and Property Damage)	$_____ ($1,000,000 min)

3. Automobile Liability under Paragraph 6.03.D. of the General Conditions:

Bodily Injury:	
Each person	$_____ ($1,000,000 min)
Each accident	$_____ ($1,000,000 min)
Property Damage:	
Each accident	$_____ ($1,000,000 min)
[or]	
Combined Single Limit of	$_____ ($1,000,000 min)

4. Excess or Umbrella Liability:

Per Occurrence	$_____ ($2,000,000 min)
General Aggregate	$_____ ($5,000,000 RD) ($2,000,000 min) ($5,000,000 RD)

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5. Contractor's Pollution Liability:

Each Occurrence	$_____
General Aggregate	$_____

☒ If box is checked, Contractor is not required to provide Contractor's Pollution Liability insurance under this Contract

6. Additional Insureds: In addition to Owner and Engineer, include as additional insureds the following:

Owner:
East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

Engineer:
Bell Engineering
2480 Fortune Drive
Suite 350
Lexington, Kentucky 40509

7. Contractor's Professional Liability:

Each Claim	$_____ ($2,000,000 min)
Annual Aggregate	$_____ ($2,000,000 min)

SC-6.05 Property Insurance

A. Delete Paragraph 6.05.A of the General Conditions and substitute the following in its place:

Contractor shall provide and maintain installation floater insurance for property under the care, custody, or control of Contractor. The installation floater insurance shall be a broad form or "all risk" policy providing coverage for all materials, supplies, machinery, fixtures, and equipment that will be incorporated into the Work. Coverage under the Contractor's installation floater will include:

1. any loss to property while in transit,
2. any loss at the Site, and
3. any loss while in storage, both on-site and off-site.

Coverage cannot be contingent on an external cause or risk, or limited to property for which the Contractor is legally liable. The Contractor will be solely responsible for any deductible carried under this coverage and claims on materials, supplies, machinery, fixture, and equipment that will be incorporated into the Work while in transit or in storage. This policy will include a waiver of subrogation applicable to Owner, Contractor, Engineer, all Subcontractors, and the officers, directors, partners, employees, agents and other consultants and subcontractors of any of them.

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B. Add the following subparagraphs to Article SC-6.05:

G. Where work involves railroad rights-of-way, the Contractor shall purchase and maintain at the Contractor's expense for the full contract Period or as required, Railroad Protective Insurance in an amount acceptable to the railroad company.

H. On federally funded projects, the Contractor shall purchase and maintain at the Contractor's expense for the full Contract Period or as required, flood insurance where the Project is in a designated flood hazard area in which federal flood insurance is available.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

SC-7.01 Supervision and Superintendence

A. Following paragraph 7.01.B, add a new paragraph C as follows:

C. The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any Subcontractor or persons employed by the Subcontractor. All workmen must have sufficient knowledge and skill and experience to perform properly the work assigned to them. Any superintendent, foreman, or workman employed by the Contractor or Subcontractor who does not perform his work in a skillful manner or acts in an incompetent, disorderly, or intemperate manner shall, at the written request of the Owner, be discharged immediately.

SC-7.02 Labor; Working Hours

Paragraph 7.02.B of the General Conditions restricts Contractor to working during "regular hours" Monday through Friday, and no work is permitted on "legal holidays."

A. To provide details regarding the meaning of the terms "regular hours" and "legal holidays," consider specifically defining them by adding the following new subparagraphs immediately after Paragraph 7.02.B:

1. Regular working hours will be Monday through Friday, 7:00 a.m. to 7:00 p.m.

2. Owner's legal holidays are those listed in the East Clark County Water District Personnel Policy Manual.

B. Add the following new paragraph as SC-7.02.C:

C. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

C. If responsibility for costs in SC-7.02.C will be allocated to Contractor, Owner may wish to provide some specificity regarding the potential costs, through the addition of the following new subparagraph immediately after Paragraph 7.02.C:

1. For purposes of administering the foregoing requirement, additional overtime costs are defined as Engineer's standard hourly rates, revised annually.

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SC-7.03 Services, Materials, and Equipment

A. Add the following new paragraphs after paragraph 7.03.C:

D. Any equipment damaged or which has been subjected to possible damage by reason of inundation, improper storage and/or protection during the construction period of a project, shall be handled only as follows:

1. Be replaced with new equipment.

2. With approval of the Engineer, be returned to the manufacturer of the equipment, or his authorized repair agency, for inspection and repair provided; however, that such repair after inspection will place the equipment in new condition, and restore the manufacturer's guarantee the same as for new equipment.

3. This is particularly applicable to, but not limited to, electric motors, motor controls, meter and gauges, and equipment with bearings.

E. Materials, supplies, and equipment shall be in accordance with samples submitted by the Contractor and accepted by the Engineer.

F. 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.

G. The use of second hand and/or salvaged materials will not be permitted unless specifically provided for in the detailed Specifications. Materials and equipment shall be new when turned over to the Owner.

All materials and/or equipment to be removed from existing structures and not specifically specified to be reused shall remain the property of the Owner. Such materials and/or equipment shall be stored by the Contractor on sites as directed by the Owner.

SC-7.12 Safety and Protection

A. <u>The Contractor is required to inquire with the Owner and obtain a copy of any and all safety programs the Owner has.</u>

SC-7.16 Shop Drawings, Samples, and Other Submittals

A. Add the following to the existing paragraph 7.16.B.3:

No portion of the work requiring a shop drawing, working drawing, sample, or catalog data shall be started nor shall any materials be fabricated or installed prior to the review or qualified review of such item. The Owner will not be liable for any expense or delay due to corrections or remedies required to accomplish conformity.

B. Add the following to the existing paragraph 7.16.A.2:

The certification statement shall include the following information: contract name, contract number, submittal number, contractor's name, contractor's signature (original, not initialed), date, and reference to meeting the obligations required under Article 7.16.A.

C. Add the following new paragraphs under Article 7.16.A:

4. Shop drawing submittals shall contain:

a. The date of submission and the dates of any previous submissions.

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b. The project title, contract number, and submittal number.

c. Contractor identification.

d. The names of:

(1) Contractor

(2) Supplier

(3) Manufacturer

e. Identification of the product, with the Specification section number.

f. Field dimensions, clearly identified as such.

g. Relation to adjacent or critical features of the work or material.

h. Applicable standards, such as ASTM, or federal Specification numbers.

i. Identification of deviations from Contract Documents.

j. Identification of revisions on resubmittals.

k. An 8-inch x 3-inch blank space for Contractor's and Engineer's stamps.

l. Critical path notation as required.

5. Coordination of Submittal Times

a. The Contractor shall prepare and transmit each submittal sufficiently in advance of performing the related Work or other applicable activities, or within the time specified in the individual Work section of the Specifications, so that the installation will not be delayed by processing times, including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities.

D. Add the following new subparagraph under paragraph 7.16.E:

2. The Contractor shall bear the cost for review and processing of shop drawings after the second resubmittal.

ARTICLE 8 – OTHER WORK AT THE SITE

SC-8.02 Coordination

A. Paragraph 8.02 of the General Conditions requires that if in addition to retaining Contractor, Owner will arrange to have others perform work at the Site, Owner must provide to Contractor specified information regarding coordination of construction activities.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

SC-10.01 Owner's Representative

A. Add a new paragraph B under existing paragraph 10.01.A:

B. Limit of Liability of Public Officials and Owner's Agents

1. In carrying out any of the provisions of the Contract or in exercising any power or authority to him thereby, there shall be no personal liability upon the Engineer or the Owner's other authorized assistants or employees, it being understood that in such matters they act as the agents and representatives of the Owner.

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SC-10.03 Project Representative

A. Add the following new paragraphs immediately after Paragraph 10.03.A:

B. The Resident Project Representative (RPR) will be Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.

1. General: RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.

2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and Schedule of Values prepared by Contractor and consult with Engineer concerning acceptability.

3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings, and prepare and circulate copies of minutes thereof.

4. Liaison:

   a. Serve as Engineer’s liaison with Contractor. Working principally through Contractor’s authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.

   b. Assist Engineer in serving as Owner’s liaison with Contractor when Contractor’s operations affect Owner’s on-Site operations.

   c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.

5. Interpretation of Contract Documents: Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.

6. Shop Drawings and Samples:

   a. Record date of receipt of Samples and Contractor-approved Shop Drawings.

   b. Receive Samples which are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.

   c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.

7. Modifications: Consider and evaluate Contractor’s suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR’s recommendations, if any, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.

8. Review of Work and Rejection of Defective Work:

   a. Conduct on-Site observations of Contractor’s work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.

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b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress is defective, will not produce a completed Project that conforms generally to the Contract Documents, or will imperil the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections, Tests, and System Startups:

   a. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.

   b. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems startups.

10. Records:

    a. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

    b. Record names, addresses, fax numbers, e-mail addresses, web site locations, and telephone numbers of all Contractors, Subcontractors, and major Suppliers of materials and equipment.

    c. Maintain records for use in preparing Project documentation.

11. Reports:

    a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the Progress Schedule and schedule of Shop Drawing and Sample submittals.

    b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.

    c. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, force majeure or delay events, damage to property by fire or other causes, or the discovery of any Constituent of Concern or Hazardous Environmental Condition.

12. Payment Requests: Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the Schedule of Values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are

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applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. Completion:

    a. Participate in Engineer's visits to the Site to determine Substantial Completion, assist in the determination of Substantial Completion and the preparation of a punch list of items to be completed or corrected.

    b. Participate in Engineer's final visit to the Site to determine completion of the Work, in the company of Owner and Contractor, and prepare a final punch list of items to be completed and deficiencies to be remedied.

    c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the notice of acceptability of the work.

C. The RPR shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor's work.
5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

SC-13.01 Cost of the Work

A. Delete Paragraph 13.01.B.5.c in its entirety and insert the following in its place:

c. Construction Equipment and Machinery:

1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner with the advice of Engineer, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

2) Costs for equipment and machinery owned by Contractor will be paid at a rate shown for such equipment in the *Green Book* compiled and distributed by Associates Equipment

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Distributors, 615 West 22nd Street, Oak Brook, Illinois 60523. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs. Costs will include the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, shall cease to accrue when the use thereof is no longer necessary for the changed Work. Equipment or machinery with a value of less than $1,000 will be considered small tools.

SC-13.03 Unit Price Work

A. Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. The unit price of an item of Unit Price Work shall be subject to reevaluation and adjustment under the following conditions:

1. if the extended price of a particular item of Unit Price Work amounts to 5 percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and

2. if there is no corresponding adjustment with respect to any other item of Work; and

3. if Contractor believes that Contractor has incurred additional expense as a result thereof, Contractor may submit a Change Proposal, or if Owner believes that the quantity variation entitles Owner to an adjustment in the unit price, Owner may make a Claim, seeking an adjustment in the Contract Price.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

SC-15.03 Substantial Completion

A. Paragraph 15.03.A of the General Conditions requires Contractor to give notice that the Work is substantially complete; Paragraph 15.03.B requires an inspection of the Work to determine whether Engineer agrees that the Work is substantially complete. If the Work is not substantially complete, and must be inspected again at a later point, then the following Supplementary Condition, if included in the Contract, would allow Owner to recover the cost of the re-inspection.

B. Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require re-inspection or re-testing by Engineer, the cost of such re-inspection or re-testing, including the cost of time, travel and living expenses, shall be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

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SECTION 00815

LABOR REGULATIONS ON PUBLIC WORKS KENTUCKY PROJECTS

A. All Public Works Projects submitted for bids and constructed by a Public Authority in the State of Kentucky are subject to the provisions of the Kentucky Revised Statutes, Chapter 337, entitled Wages and Hours as may be amended from time to time. Contractors submitting Bids for the specified project must consider the fact that in the event of an award it shall be his responsibility to comply with all aspects of the statutory requirements contained therein while engaged upon the project covered by these Specifications.

B. Prior to the scheduled date for receipt of construction Bids, a determination will be obtained by the OWNER from the Kentucky Department of Labor and wage rates, if applicable, will be issued in the form of an addendum to these Specifications to each of the known prospective Bidders. The addendum shall become a part of the Contract Specifications and the prevailing rate of wages specified therein shall be the minimum hourly rate of wages to be paid to all laborers, workmen, mechanics, helpers and apprentices performing Work under the Project covered by these Specifications.

C. A Department of Labor Regulation for Contractors on Public Works prescribes that the prime CONTRACTOR on a project shall, by the tenth day of each month, forward to the Kentucky Department of Labor, Division of Labor Standards, Frankfort, Kentucky all weekly payroll data of all his employees employed on such Public Works, for the preceding month, on forms furnished or approved by the Kentucky Department of Labor. The same requirements apply to all Subcontractors on the Project and under the regulation the prime CONTRACTOR is responsible for compliance of all his Subcontractors.

D. In addition to the Wages and Hours requirements under Kentucky Statutes, if the Project to which these Specifications apply is funded in whole or in part by a federal grant or loan program whereby the U.S. Department of Labor is required to prescribe predetermined prevailing minimum wages, compliance with the currently applicable federal labor regulations is also required.

E. Prior to the scheduled date for receipt of construction Bids, where federal funds are involved, a determination of the prevailing rate of wages will also be obtained from the U.S. Department of Labor and issued in the form of an addendum to these Specifications to each of the known prospective Bidders. The addendum shall become a part of the Contract Specifications together with the addendum setting out Kentucky Department of Labor prevailing rate of wages. As provided by Kentucky Revised Statute, Chapter 337, where there is a difference in the federal and Kentucky prevailing wage determinations the higher wage rate in each classification shall prevail. The rates so determined from this comparison shall be the minimum hourly rate of wages to be paid to all laborers, workmen, mechanics, helpers and apprentices performing Work under this Project covered by these Specifications.

F. On federally funded projects, weekly payroll data for all the CONTRACTOR and Subcontractor employees must be furnished monthly to the federal agency designee or as may be prescribed by the agency at a preconstruction conference. While weekly wage data reports are not required to be filed with the Kentucky Department of Labor on federally assisted projects, one copy of the report must be filed with the OWNER and be available at the Public Authority's (OWNER) office for inspection by the Kentucky Department of Labor. The prime CONTRACTOR is responsible for payroll reporting compliance by all his Subcontractors.

G. Federal labor regulations applicable to the Project for which these Specifications are applicable shall be those established by the Federal agency involved (if any). The CONTRACTOR and Subcontractor performing the Work under this Project must fulfill all requirements of the presently effective labor legislation and Executive Orders as listed below and any other federal labor regulations which may be or may become applicable.

1. Minimum Wages - Davis-Bacon Act

2. "Anti-Kickback" Act, Copeland Act

3. Contract Work Hours Standard Act - Overtime Compensation

4. Non Discrimination - Civil Rights Act

5. Equal Employment Opportunity - Executive Orders 11246 and 11375

6. Elimination of segregated facilities

7. Certification of nonsegregated facilities

END OF SECTION

***

SECTION 00820

SPECIAL CONDITIONS

1. DESCRIPTION OF THE WORK; DESIGNATION OF OWNER AND ENGINEER

1.1 These Specifications and the accompanying Drawings describe the work to be done and the materials to be furnished for the construction of Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky.

1.2 All references to the OWNER in these Specifications, Contract Documents and Drawings shall mean the East Clark County Water District.

1.3 All references to the ENGINEER in these Specifications, Contract Documents and Drawings shall mean Bell Engineering.

2. AVAILABLE FUNDS

2.1 The attention of all Bidders is directed to the fact that funds will be made available for the award of this Contract from the following sources:

Cleaner Water Funds Grant and Kentucky Infrastructure Authority (KIA)

3. TIME OF COMPLETION

3.1 The time allowed for completion of this Contract and/or portions thereof is as stated in the Agreement.

3.2 The time allowed for completion shall begin at midnight, local time, 10 calendar days from the date on which the OWNER, or his authorized representative, the ENGINEER, shall instruct the CONTRACTOR in writing to start work. In case of awarding more than one Contract to a CONTRACTOR, periods of construction are not additive, but will run concurrently. The same applies to divisions within a Contract.

4. LIQUIDATED DAMAGES

4.1 It is understood that time is of the essence of this Contract, and that the OWNER will sustain damages, monetary and otherwise, in the event of delay in completion of the work hereby contracted.

4.2 Therefore, if the said CONTRACTOR shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the OWNER, then the CONTRACTOR does hereby agree, as a part consideration for the awarding of this Contract, to pay to the OWNER the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of Contract as hereinafter set forth, for each and every calendar day that the CONTRACTOR shall be in default after the time stipulated in the Contract for completing the work.

4.3 The said amount is fixed and agreed upon by and between the CONTRACTOR and the OWNER because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the OWNER would in such event sustain, and said amount is agreed to be the amount of damages which the OWNER would sustain and said amount shall be retained from time to time by the OWNER from current periodical estimates.

4.4 Liquidated damages are fixed at the amounts listed in the agreement, per calendar day of overrun beyond the date set for completion or authorized extension thereof, for each of the Contracts, divisions, sections, or combinations thereof:

5. METHOD OF BIDDING

5.1 The work under this Contract shall be bid by unit price and/or lump sum as provided for in the Form of Proposal. This Contract shall be bid in full on the form provided.

5.2 The CONTRACTOR must bid all divisions and all listed unit price items and/or lump sums to complete a Contract. The OWNER will not award the work on divisions or sections within a Contract separately. Each Contract shall be bid separately and in full on the Form of Proposal provided.

5.3 In the case of major equipment item bidding, the CONTRACTOR must bid the base bid item.

5.4 The OWNER reserves the right to delete individual divisions or any combination thereof, in making award of Contract, without invalidating the CONTRACTOR's bid on other divisions.

5.5 The OWNER reserves the right, should financing considerations require or allow, to delete or add physical units to the unit price items bid. However, the monetary value of such deletions or additions shall not exceed 25 percent of the total amount bid for the Contract without specific approval of the CONTRACTOR.

5.6 If deletions or additions are made, comparison of bids will be made on the basis of portions of the Contract to be awarded and not on the total of the base bid made by the CONTRACTOR.

6. VIDEOTAPING AND PHOTOGRAPHS

6.1 Continuous video recording of preconstruction surface conditions is required for this Contract. All recording and photographs **must be completed and submitted to the ENGINEER for approval before any construction activity will be allowed**. Recording must be performed by persons experienced with this type equipment and must be acceptable to the ENGINEER. Recording and photography equipment used shall utilize digital media that the CONTRACTOR shall transfer to high-capacity USB media sticks. The digital recording format shall be a file type that is viewable on any standard Microsoft Windows based computer.

6.2 The video recording shall be supplemented with continuous audio description of the area traversed. Verbal description of problem areas and items of special interest shall be elaborated upon.

6.3 All locations, streets and/or easements on or in which construction activity will occur shall be recorded for the complete length or boundary of the construction area.

6.4 An index shall be furnished for each USB media stick coordinating the location of the recorded area with the location of the proposed facilities as shown on the Drawings.

6.5 The CONTRACTOR shall be responsible for providing access to all areas to be recorded. All recordings shall be viewed by the ENGINEER before any construction is started. The CONTRACTOR shall provide USB media stick viewing equipment for the duration of the project.

6.6 The cost of preconstruction audio/video recording shall be at no additional cost to the OWNER, the cost being incorporated into the CONTRACTOR's unit price or lump sum bid for the items of work as listed on the Form of Proposal.

6.7 The CONTRACTOR is also urged to document on video any structure within a reasonable distance of his blasting or other work operations for reference and file.

6.8 Digital color print still photographs shall be used to supplement the continuous video recording of preconstruction conditions and/or pertinent construction items.

6.8.1 All photographs shall be compiled and saved onto a standard high-capacity USB media stick, along with an index coordinating the pictures with the location of the work shown on the drawings. Individual pictures shall be a minimum of 3 MB each.

6.9 Any photographs or audio/video recordings required by governing agencies will be the responsibility of the OWNER.

6.10 The CONTRACTOR shall submit to the ENGINEER a number of copies of the documentation media in accordance with the Contract Documents.

6.10.1 Video recordings or photography on high-capacity USB media sticks shall be submitted in a quantity greater than or equal to 4 copies.

7. MINIMUM WAGE RATES

7.1 The prevailing minimum wage rates have not at this time been determined by the governing agencies. However, before bids are received, applicable rates will be determined and issued in the form of an addendum to these Specifications.

8. SALES AND USE TAX

8.1 KRS 139.480(34)(a) created a sales tax exemption for materials purchased by a CONTRACTOR to be installed as part of a water or sewer project for certain water and sewer utilities. The OWNER shall provide Form 51A383 such that all building materials, fixtures, or supplies permanently incorporated into a structure or improvements to real property, or will be completely consumed in fulfilling a construction contract, will be exempt from state sales tax.

9. EXCAVATION

9.1 It is to be specifically noted that no separate payment for solid rock excavation will be made under this Contract. All excavation shall be considered unclassified, and payment for same included in the appropriate furnishing and laying or other items containing excavation.

10. PERMISSION TO USE PROPERTY OTHER THAN THAT PROVIDED BY OWNER

10.1 Should the CONTRACTOR desire or elect to use, pass over and/or encroach on private property other than that provided by the OWNER, either by fee simple title or right-of-way for a specific purpose, he shall obtain such rights and permission from the individual property owner at his own expense and risk.

11. TIE-IN TO EXISTING WATER MAINS

11.1 As far as possible, the locations and sizes of existing mains are indicated on the Drawings; however, exact locations, pipe materials and sizes cannot be guaranteed. It shall be the responsibility of the CONTRACTOR to locate and uncover existing lines, to which new mains are to be connected, and provide all connecting fittings of the correct size and type for each connection. Payment for the above shall be included in the unit price bid for each item used for the connection as indicated on the Drawings or as specified.

12. EXTRA FILL MATERIAL

12.1 Extra fill material required to complete the finished grading to the line and grade shown on the Drawings shall be obtained by the CONTRACTOR at no extra cost to the OWNER above that included in his lump sum bid.

13. SURFACE RESTORATION RETAINAGE

13.1 In the case of water mains, there will be retained from each monthly payment estimate from the unit prices for "Furnishing, Trenching, Laying and Backfilling" an amount of $5.00 per foot for each applicable line size and length. Upon completion of clean-up work satisfactory to the ENGINEER, this retainage will be paid on the subsequent periodic payment estimate. The retainage and release of same shall be between manhole sections only, and no shorter distances shall be considered.

14. USE OF SPECIALS IN VERTICAL PLANE OPTIONAL

14.1 Where specials (fittings) are shown at change in grade of pipeline, the CONTRACTOR, at his option, may use fittings as shown with blocking, or he may, where possible without exceeding maximum allowable deflection in pipe joints, avoid the use of specials at grade changes, by increasing the trench depth, provided the pipe installed to such extra depth is designed to withstand the extra depth cover and the maximum internal pressure specified. No additional compensation will be given for installing the pipe at an extra depth to avoid the use of fittings and thrust blocking.

15. ACCESS TO THE WORK

15.1 The representatives of the OWNER, the ENGINEER, and any governmental agency having jurisdiction shall have access to the work wherever it is in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and inspection.

16. BLASTING AND PREBLAST SURVEYS

16.1 No blasting allowed for this Contract.

17. FUNDING AGENCY CONDITIONS

17.1 Funding agency special or supplemental conditions are included as a separate section in Division Zero.

17.2 Contractor shall comply with requirements set forth in the Occupational Safety and Health Act of 1970, Public Law 91-596.

END OF SECTION

***

SUPPLEMENTAL GENERAL CONDITIONS

FOR

CLEAN WATER STATE REVOLVING FUND

DRINKING WATER STATE REVOLVING FUND

(Drinking Water and Wastewater)

Project Name: Mt. Sterling Road and KY 89 Water Line Upgrade

Project Number: WX21049041

The attached instructions and regulations as listed below shall be incorporated into the Specifications and comprise Special Conditions.

	Attachment No.
SRF Special Provisions	**1**
KRS Chapter 45A Kentucky Model Procurement Code	**2**
Equal Employment Opportunity (EEO) Documents:	
Notice of Requirement for Affirmative Action	**3**
Construction Contract Specifications	**4**
EEO Goals for Region 4 Economic Areas	**5**
Check List of EEO Documentation for Bidders	**6**
Employer Information Report EEO-1 (SF 100)	**7**
Labor Standards Provisions for Federally Assisted Construction	**8**
Certifications:	
Debarment, Suspension and Other Responsibility Matters	**9**
Anti-lobbying	**10**
Disadvantaged Business Enterprise (DBE) Program	**11**
Bonds and Insurance	**12**
Storm Water General Permit	**13**
Davis-Bacon Wage Rate Requirements	**14**
American Iron and Steel Requirement	**15**

Attachment Number 1

SRF SPECIAL PROVISIONS

(a) Line crossings of all roads and streets shall be done in accordance with the Kentucky Transportation Cabinet requirements as may be set forth in the Special Conditions.

(b) Construction is to be carried out so as to prevent by-passing of flows during construction unless a schedule has been approved by the State or EPA, whichever is applicable. Siltation and soil erosion must be minimized during construction. All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at this webpage.

If you have any questions regarding the completion of this form call the Surface Water Permits Branch at (502) 564-3410.

(c) Restore disturbed areas to original or better condition.

(d) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer, reactant or of other classification, must show approval of either DOW or EPA. Use of all such chemicals and disposal of residues shall be in conformance with instructions on the manufacturer's label.

(e) The construction of the project, including the letting of contracts in connection therewith, shall conform to the applicable requirements of state, territorial, and local laws and ordinances to the extent that such requirements do not conflict with Federal laws and this subchapter.

(f) The owner shall provide and maintain competent and adequate supervision and inspection.

(g) The Kentucky Infrastructure Authority and Kentucky Division of Water shall have access to the site and the project work at all times.

(h) In the event Archaeological materials (arrowheads, stone tools, stone axes, prehistoric and historic pottery, bottles, foundations, Civil War artifacts, and other types of artifacts) are uncovered during the construction of this project, work is to immediately cease at the location and the Kentucky Heritage Council shall be contacted. The telephone number is (502) 564-7005. Construction shall commence at this location until a written release is received from the Kentucky Heritage Council. Failure to report a find could result in legal action.

(i) This procurement will be subject to DOW Procurement Guidance including the Davis-Bacon Act.

(j) Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

(k) No wastewater bypassing will occur during construction unless a schedule has been approved by the Kentucky Division of Water.

(l) Change orders to the construction contract (if required) must be negotiated pursuant to DOW/KIA Procurement Guidance for Construction and Equipment Contracts.

KRS CHAPTER 45A
KENTUCKY MODEL PROCUREMENT CODE

45A.075 Methods of awarding state contracts.
Except as otherwise authorized by law, all state contracts shall be awarded by:
(1) Competitive sealed bidding, pursuant to KRS 45A.080; or
(2) Competitive negotiation, pursuant to KRS 45A.085 and 45A.090 or 45A.180; or
(3) Noncompetitive negotiation, pursuant to KRS 45A.095; or
(4) Small purchase procedures, pursuant to KRS 45A.100.
Effective: June 24, 2003
History: Amended 2003 Ky. Acts ch. 98, sec. 4, effective June 24, 2003. -- Created 1978 Ky. Acts ch. 110, sec. 16, effective January 1, 1979.

45A.080 Competitive sealed bidding.
(1) Contracts exceeding the amount provided by KRS 45A.100 shall be awarded by competitive sealed bidding, which may include the use of a reverse auction, unless it is determined in writing that this method is not practicable. Factors to be considered in determining whether competitive sealed bidding is not practicable shall include:
(a) Whether specifications can be prepared that permit award on the basis of best value; and
(b) The available sources, the time and place of performance, and other relevant circumstances as are appropriate for the use of competitive sealed bidding.
(2) The invitation for bids shall state that awards shall be made on the basis of best value. In any contract which is awarded under an invitation to bid which requires delivery by a specified date and imposes a penalty for late delivery, if the delivery is late, the contractor shall be given the opportunity to present evidence that the cause of the delay was beyond his control. If it is the opinion of the purchasing officer that there is sufficient justification for delayed delivery, the purchasing officer may adjust or waive any penalty that is provided for in the contract.
(3) Adequate public notice of the invitation for bids and any reverse auction shall be given a sufficient time prior to the date set forth for the opening of bids or beginning of the reverse auction. The notice may include posting on the Internet or publication in a newspaper or newspapers of general circulation in the state as determined by the secretary of the Finance and Administration Cabinet not less than seven (7) days before the date set for the opening of the bids and any reverse auction. The provisions of this subsection shall also apply to price contracts and purchase contracts of state institutions of higher education.
(4) Bids shall be opened publicly or entered through a reverse auction at the time and place designated in the invitation for bids. At the time the bids are opened, or the reverse auction has ended, the purchasing agency shall announce the agency's engineer's estimate, if applicable, and make it a part of the agency records pertaining to the letting of any contract for which bids were received. Each written or reverse auction bid, together with the name of the bidder and the agency's engineer's estimate, shall be recorded and be open to public inspection. Electronic bid opening and posting of the required information for public viewing shall satisfy the requirements of this subsection.
(5) The contract shall be awarded by written notice to the responsive and responsible bidder whose bid offers the best value.
(6) Correction or withdrawal of written or reverse auction bids shall be allowed only to the extent permitted by regulations issued by the secretary.
Effective: July 15, 2010
History: Amended 2010 Ky. Acts ch. 63, sec. 3, effective July 15, 2010. -- Amended 2000 Ky. Acts ch. 509, sec. 1, effective July 14, 2000. -- Amended 1998 Ky. Acts ch. 120, sec. 10, effective July 15, 1998. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 27, effective May 30, 1997. -- Amended 1996 Ky. Acts ch. 60, sec. 2, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 278, sec. 1, effective July 15, 1994. -- Amended 1982 Ky. Acts ch. 282, sec. 1, effective July 15, 1982. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 1, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 17, effective January 1, 1979.

45A.085 Competitive negotiation.
(1) When, under administrative regulations promulgated by the secretary or under KRS 45A.180, the purchasing officer determines in writing that the use of competitive sealed bidding is not practicable, and except as provided in KRS 45A.095 and 45A.100, a contract may be awarded by competitive negotiation, which may include the use of a reverse auction.
(2) Adequate public notice of the request for proposals and any reverse auction shall be given in the same manner and circumstances as provided in KRS 45A.080(3).
(3) Contracts other than contracts for projects utilizing an alternative project delivery method under KRS 45A.180 may be competitively negotiated when it is determined in writing by the purchasing officer that the bids received by competitive sealed bidding either are unreasonable as to all or part of the requirements, or were not independently reached in open competition, and for which each competitive bidder has been notified of the intention to negotiate and is given reasonable opportunity to negotiate.
(4) Contracts for projects utilizing an alternative project delivery method shall be processed in accordance with KRS 45A.180.
(5) The request for proposals shall indicate the relative importance of price and other evaluation factors, and any reverse auction procedures.
(6) Award shall be made to the responsible and responsive offeror whose proposal is determined in writing to be the most advantageous to the Commonwealth, taking into consideration price and the evaluation factors set forth in the request for proposals and the reciprocal preference for resident bidders required under KRS 45A.494.
(7) Written or oral discussions shall be conducted with all responsible offerors who submit proposals determined in writing to be reasonably susceptible of being selected for award. Discussions shall not disclose any information derived from proposals submitted by competing offerors. Discussions need not be conducted:
(a) With respect to prices, where the prices are fixed by law, reverse auction, or administrative regulation, except that consideration shall be given to competitive terms and conditions;
(b) Where time of delivery or performance will not permit discussions; or
(c) Where it can be clearly demonstrated and documented from the existence of adequate competition or prior experience with the particular supply, service, or construction item, that acceptance of an initial offer without discussion would result in fair and reasonable best value procurement, and the request for proposals notifies all offerors of the possibility that award may be made on the basis of the initial offers.
Effective: July 15, 2010
History: Amended 2010 Ky. Acts ch. 63, sec. 4, effective July 15, 2010; and ch. 162, sec. 8, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 5, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 28, effective May 30, 1997. -- Amended 1979 (1st Extra. Sess.) Ky. Acts ch. 9, sec. 2, effective February 10, 1979. -- Created 1978 Ky. Acts ch. 110, sec. 18, effective January 1, 1979.

45A.090 Negotiation after competitive sealed bidding when all bids exceed available funds.
(1) In the event that all bids submitted pursuant to competitive sealed bidding under KRS 45A.080 result in bid prices in excess of the funds available for the purchase, and the chief purchasing officer determines in writing:
(a) That there are no additional funds available from any source so as to permit an award to the responsive and responsible bidder whose bid offers the best value; and
(b) The best interest of the state will not permit the delay attendant to a resolicitation under revised specifications, or for revised quantities, under competitive sealed bidding as provided in KRS 45A.080, then a negotiated award may be made as set forth in subsections (2) or (3) of this section.
(2) Where there is more than one (1) bidder, competitive negotiations pursuant to KRS 45A.085(3) shall be conducted with the three (3) (two (2) if there are only two (2)) bidders determined in writing to be the most responsive and responsible bidders, based on criteria contained in the bid invitation and the reciprocal preference for resident bidders under KRS 45A.494. Such competitive negotiations shall be conducted under the following restrictions:
(a) If discussions pertaining to the revision of the specifications or quantities are held with any potential offeror, all other potential offerors shall be afforded an opportunity to take part in such discussions; and

(b) A request for proposals, based upon revised specifications or quantities, shall be issued as promptly as possible, shall provide for an expeditious response to the revised requirements, and shall be awarded upon the basis of best value.
(3) Where, after competitive sealed bidding, it is determined in writing that there is only one (1) responsive and responsible bidder, a noncompetitive negotiated award may be made with such bidder in accordance with KRS 45A.095.
Effective: July 15, 2010
History: Amended 2010 Ky. Acts ch. 162, sec. 9, effective July 15, 2010. -- Amended 2003 Ky. Acts ch. 98, sec. 6, effective June 24, 2003. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 29, effective May 30, 1997. -- Created 1978 Ky. Acts ch. 110, sec. 19, effective January 1, 1979.

45A.095 Noncompetitive negotiation.
(1) A contract may be made by noncompetitive negotiation only for sole source purchases, or when competition is not feasible, as determined by the purchasing officer in writing prior to award, under administrative regulations promulgated by the secretary of the Finance and Administration Cabinet or the governing boards of universities operating under KRS Chapter 164A, or when emergency conditions exist. Sole source is a situation in which there is only one (1) known capable supplier of a commodity or service, occasioned by the unique nature of the requirement, the supplier, or market conditions. Insofar as it is practical, no less than three (3) suppliers shall be solicited to submit written or oral quotations whenever it is determined that competitive sealed bidding is not feasible. Award shall be made to the supplier offering the best value. The names of the suppliers submitting quotations and the date and amount of each quotation shall be placed in the procurement file and maintained as a public record. Competitive bids may not be required:
(a) For contractual services where no competition exists, such as telephone service, electrical energy, and other public utility services;
(b) Where rates are fixed by law or ordinance;
(c) For library books;
(d) For commercial items that are purchased for resale;
(e) For interests in real property;
(f) For visiting speakers, professors, expert witnesses, and performing artists;
(g) For personal service contracts executed pursuant to KRS 45A.690 to 45A.725; and
(h) For agricultural products in accordance with KRS 45A.645.
(2) The chief procurement officer, the head of a using agency, or a person authorized in writing as the designee of either officer may make or authorize others to make emergency procurements when an emergency condition exists.
(3) An emergency condition is a situation which creates a threat or impending threat to public health, welfare, or safety such as may arise by reason of fires, floods, tornadoes, other natural or man-caused disasters, epidemics, riots, enemy attack, sabotage, explosion, power failure, energy shortages, transportation emergencies, equipment failures, state or federal legislative mandates, or similar events. The existence of the emergency condition creates an immediate and serious need for services, construction, or items of tangible personal property that cannot be met through normal procurement methods and the lack of which would seriously threaten the functioning of government, the preservation or protection of property, or the health or safety of any person.
(4) The Finance and Administration Cabinet may negotiate directly for the purchase of contractual services, supplies, materials, or equipment in bona fide emergencies regardless of estimated costs. The existence of the emergency shall be fully explained, in writing, by the head of the agency for which the purchase is to be made. The explanation shall be approved by the secretary of the Finance and Administration Cabinet and shall include the name of the vendor receiving the contract along with any other price quotations and a written determination for selection of the vendor receiving the contract. This information shall be filed with the record of all such purchases and made available to the public. Where practical, standard specifications shall be followed in making emergency purchases. In any event, every effort should be made to effect a competitively established price for purchases made by the state.
Effective: July 15, 2002

History: Amended 2002 Ky. Acts ch. 344, sec. 9, effective July 15, 2002. -- Amended 1997 (1st Extra. Sess.) Ky. Acts ch. 4, sec. 30, effective May 30, 1997. -- Amended 1990 Ky. Acts ch. 496, sec. 4, effective July 13, 1990. -- Created 1978 Ky. Acts ch. 110, sec. 20, effective January 1, 1979

45A.100 Small purchases by state governmental bodies.

(1) Procurements may be made in accordance with small purchase administrative regulations promulgated by the secretary of the Finance and Administration Cabinet, pursuant to KRS Chapter 13A, as follows:

(a) Up to ten thousand dollars ($10,000) per project for construction and one thousand dollars ($1,000) for purchases by any state governmental body, except for those state administrative bodies specified in paragraph (b) of this subsection; and

(b) Up to forty thousand dollars ($40,000) per project for construction or purchases by the Finance and Administration Cabinet, state institutions of higher education, and the legislative branch of government.

(2) Procurement requirements shall not be artificially divided so as to constitute a small purchase under this section. Reverse auctions may be used for small purchase procurements. At least every two (2) years, the secretary shall review the prevailing costs of labor and materials and may make recommendations to the next regular session of the General Assembly for the revision of the then current maximum small purchase amount as justified by intervening changes in the cost of labor and materials.

(3) The secretary of the Finance and Administration Cabinet may grant to any state agency with a justifiable need a delegation of small purchasing authority which exceeds the agency's small purchase limit provided in subsection (1) of this section. Delegations of small purchasing authority shall be granted or revoked by the secretary of the Finance and Administration Cabinet, in accordance with administrative regulations promulgated by the cabinet pursuant to KRS Chapter 13A. These administrative regulations shall establish, at a minimum, the criteria for granting and revoking delegations of small purchasing authority, including the requesting agency's past compliance with purchasing regulations, the level of training of the agency's purchasing staff, and the extent to which the agency utilizes the Kentucky Automated Purchasing System. The administrative regulations may permit the secretary of the Finance and Administration Cabinet to delegate small purchase procurements up to the maximum amount specified in subsection (1)(b) of this section.

Effective: July 15, 2010

History: Amended 2010 Ky. Acts ch. 63, sec. 5, effective July 15, 2010. -- Amended 2002 Ky. Acts ch. 320, sec. 2, effective July 15, 2002. -- Amended 2000 Ky. Acts ch. 225, sec. 1, effective July 14, 2000. -- Amended 1996 Ky. Acts ch. 60, sec. 1, effective July 15, 1996. -- Amended 1994 Ky. Acts ch. 323, sec. 1, effective July 15, 1994. -- Amended 1990 Ky. Acts ch. 496, sec. 5, effective July 13, 1990. -- Amended 1986 Ky. Acts ch. 384, sec. 1, effective July 15, 1986. -- Amended 1984 Ky. Acts ch. 384, sec. 1, effective July 13, 1984. -- Amended 1982 Ky. Acts ch. 282, sec. 2, effective July 15, 1982. -- Amended 1980 Ky. Acts ch. 242, sec. 1, effective July 15, 1980; and ch. 250, sec. 19, effective April 9, 1980. -- Created 1978 Ky. Acts ch. 110, sec. 21, effective January 1, 1979.

Attachment Number 3

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

The following excerpts are from 45 FR 65984 (October 3, 1980):

The minority and female goals apply to Federal and federally assisted construction contractors and subcontractors which have covered contracts. The goals are expressed as a percentage of the total hours worked by such a covered or subcontractor's entire onsite construction workforce, which is working on any construction site within a relevant area. The goal applies to each construction craft and trade in the contractor's entire workforce in the relevant area including those employees working on private non-federally involved projects.

Until further notice, the following goals for minority utilization in each construction craft and trade shall be included in all Federal or federally assisted construction contracts and subcontracts in excess of $10,000 to be performed in the respective geographic area. The goals are applicable to each nonexempt contractor's total onsite construction workforce, regardless of whether or not part of that workforce is performing work on a Federal, federally assisted or non-federally related project, contract or subcontract.

Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their other covered construction work, such contractors are required to comply as follows:

Goals for female participation in each trade.....6.9%
Goals for minority participation in each trade.....Insert goals for each year
(see Attachment Number 5)

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The following excerpts are from 45 FR 65977 (October 3, 1980):

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

As used in this Notice, and in the contract resulting from this solicitation, the covered area is (insert description of the geographical areas where the contract is to be performed giving the state, country, and city, if any).

Attachment Number 4

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

EEO Specifications

Following is the standard language, which must be incorporated into all solicitations for offers and bids on all Federal and Federally assisted construction contracts or subcontracts in excess of $10,000 to be performed in designated geographical areas:

1. As used in these specifications:

   (a) Covered Area means the geographical area described in the solicitation from which this contract resulted.

   (b) Director means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;

   (c) Employer identification number means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

   (d) Minority includes:

      (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

      (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

      (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

      (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take a good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7-a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensively as the following:

    a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

    b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations responses.

    c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the contractor may have taken.

    d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligation.

    e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7-b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative actions obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, of other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7 a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example: even though the Contractor has achieved its goal for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).

10. The Contractor shall not use the goals and timetables for affirmative action standards to discriminate against any person because of race, color, religion, sex or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EEO GOALS FOR ECONOMIC AREAS IN REGION 4
SOURCE: APPENDIX B-80 IN 45 FR 65984 (OCTOBER 3, 1980)

Kentucky:

053 Knoxville, TN
SMSA Counties:
3840 Knoxville, TN 6.6
TN Anderson; TN Blount; TN Knox; TN Union.
Non-SMSA Counties 4.5
KY Bell; KY Harlan; KY Knox; KY Laurel; KY McCreary; KY Wayne; KY Whitley; TN Campbell; TN Claiborne; TN Cocke; TN Cumberland; TN Fentress; TN Grainger, TN Hamblen; TN Jefferson; TN Loudon; TN Morgan; TN Roane; TN Scott; TN Sevier.

054 Nashville, TN:
SMSA Counties:
1660 Clarksville - Hopkinsville, TN - KY 18.2
KY Christian; TN Montgomery.
5360 Nashville - Davidson, TN 15.8
TN Cheatham, TN Davidson; TN Dickson; TN Robertson; TN Rutherford; TN Sumner; TN Williamson; TN Wilson.
Non-SMSA Counties 12.0
KY Allen; KY Barren; KY Butler; KY Clinton; KY Cumberland; KY Edmonson; KY Logan; KY Metcalfe; KY Monroe; KY Simpson; KY Todd; KY Trigg; KY Warren; TN Bedford; TN Cannon; TN Clay; TN Coffee; TN DeKalb; TN Franklin; TN Giles; TN Hickman; TN Houston; TN Humphreys; TN Jackson; TN Lawrence; TN Lewis; TN Macon; TN Marshall; TN Maury; TN Moore; TN Overton; TN Perry; TN Pickett; TN Putnam; TN Smith; TN Stewart; TN Trousdale; TN Van Buren; TN Warren; TN Wayne; TN White.

056 Paducah, KY:
Non-SMSA Counties 5.2
IL Hardin; IL Massac; IL Pope; KY Ballard; KY Caldwell; KY Calloway. KY Carlisle; KY Crittenden; KY Fulton; KY Graves; KY Hickman; KY Livingston; KY Lyon. KY McCracken; KY Marshall.

057 Louisville, KY:
SMSA Counties:
4520 Louisville, KY-IN 11.2
IN Clark; IN Floyd; KY Bullitt; KY Jefferson; KY Oldham.
Non-SMSA Counties 9.6
IN Crawford; IN Harrison; IN Jefferson; IN Orange; IN Scott; IN Washington; KY Breckinridge; KY Grayson; KY Hardin; KY Hart; KY Henry; KY Larue; KY Marion; KY Meade; KY Nelson; KY Shelby; KY Spencer; KY Trimble; KY Washington.

058 Lexington, KY
SMSA Counties
4280 Lexington-Fayette, KY 10.8
KY Bourbon; KY Clark; KY Fayette; KY Jessamine; KY Scott; KY Woodford.
Non-SMSA Counties 7.0
KY Adair KY Anderson; KY Bath; KY Boyle; KY Breathitt; KY Casey; KY Clay; KY Estill; KY Franklin; KY Garrard; KY Green; KY Harrison; KY Jackson; KY Knott; KY Lee; KY Leslie; KY Letcher; KY Lincoln; KY Madison; KY Magoffin; KY Menifee; KY Mercer; KY Montgomery; KY Morgan. KY Nicholas; KY Owsley; KY Perry; KY Powell; KY Pulaski; KY Rockcastle; KY Russell; KY Taylor; KY Wolfe.
059 Huntington, WV:
SMSA Counties:
3400 Huntington - Ashland, WV-KY-OH 2.9
KY Boyd; KY Greenup; OH Lawrence; WV Cabell; WV Wayne.
Non-SMSA Counties 2.5
KY Carter; KY Elliott; KY Floyd; KY Johnson; KY Lawrence; KY Martin; KY Pike; KY Rowan; OH Gallia; WV Lincoln; WV Logan; WV Mason; WV Mingo.
067 Cincinnati, OH:
SMSA Counties:
1640 Cincinnati, OH-KY-IN 11.0
IN Dearborn; KY Boone; KY Campbell; KY Kenton; OH Clermont; OH Hamilton; OH Warren.
3200 Hamilton - Middletown, OH 5.0
OH Butler.
Non-SMSA Counties 9.2
IN Franklin; IN Ohio; IN Ripley; IN Switzerland; KY Bracken; KY Carroll; KY Fleming; KY Gallatin; KY Grant; KY Lewis; KY Mason; KY Owen; KY Pendleton; KY Robertson; OH Adams; OH Brown; OH Clinton; OH Highland.
080 Evansville, IN:
SMSA Counties
2440 Evansville, IN-KY 4.8
IN Gibson; IN Posey; IN Vanderburgh; IN Warrick; KY Henderson.
5990 Owensboro, KY 4.7
KY Daviess.
Non-SMSA Counties 3.5
IL Edwards; IL Gallatin; IL Hamilton; IL Lawrence; IL Saline; IL Wabash; IL White; IN Dubois; IN Knox; IN Perry; IN Pike; IN Spencer; KY Hancock; KY Hopkins; KY McLean; KY Muhlenberg; KY Ohio; KY Union; KY Webster.

Attachment Number 6

CHECK LIST OF EEO DOCUMENTATION FOR BIDDERS ON GRANT/LOAN CONSTRUCTION (EXECUTIVE ORDER 11246 AS AMENDED)

The low, responsive responsible bidder must forward the following items, in duplicate, to the owner no later than ten (10) days after bid opening. The owner shall have one (1) copy available for inspection by the Office of Federal Contracts Compliance (OFCC) within 14 days after the bid opening. More information can be found on the OFCC webpage.

1. Project Number. Project Location. Type of Construction.

2. Proof of registration with the Joint Reporting Commission. (See Attachment Number 7.)

3. Copy of Affirmative Action Plan of contractor. Indicate company official responsible for EEO.

4. List of current construction contracts, with dollar amount. List contracting Federal Agency, if applicable.

5. Statistics concerning company percent workforce, permanent and temporary, by sex, race, trade, handicapped, and age. 40 CFR Part 7.

6. List of employment sources for project in question. If union sources are utilized, indicate percentage of minority membership within the union crafts.

7. Anticipated employment needs for this project, by sex, race and trade, with estimate of minority participation in specific trades.

8. List of subcontractors (name, address and telephone) with dollar amount and duration of subcontract. Subcontractor contracts over $10,000 must submit items 1- 7. The following information must be provided for all supplier contracts regardless of contract size: name of company, contact person, address, telephone number, dollar value of the contract, and a list of the materials to be supplied to the prime contractor.

9. List of any subcontract work yet to be committed with estimate of dollar amount and duration of contract.

10. Contract Price. Duration of prime contract.

11. DBE Documents - See special instructions regarding use of Minority, and Women Owned, and Small Businesses.

Attachment Number 7

EMPLOYER INFORMATION REPORT EEO-1

Under the direction of the US Equal Employment Opportunity Commission, the Joint Reporting Committee is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also termed Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

(A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private memberships clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

(B) All federal contractors (private employers), who: (1) are not exempt as provided for by 41 CFR 60-1.5, (2) have 50 or more employees, and (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to $50,000 or more; or (b) serve as depository of Government funds in any amount, or (c) is a financial institution which is an issuing an paying agent for U.S. Savings Bonds and Notes.

Only those establishments located in the District of Columbia and the 50 states are required to submit the EEO-1 Report. No Reports should be filed for establishments in Puerto Rico, the Virgin Islands or other American Protectorates.

When filing for the EEO-1 Report for the first time, go to the U.S. Equal Employment Opportunity Commission webpage and select "First Time Filers". Fill out the electronic questionnaire to enter your company into Joint Reporting Committee (JRC) system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. If you have previously registered with the JRC, follow their instructions to update your information.

Attachment Number 8

LABOR STANDARDS PROVISIONS FOR FEDERALLY ASSISTED CONSTRUCTION

Labor standards provisions applicable to contracts covering federally financed and assisted construction (29 CFR 5.5, Contract Provisions and Related Matters) that apply to EPA State Revolving Fund loans are:

(a)(4)(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(a)(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(a)(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as the U.S. Environmental Protection Agency may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(a)(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(b) *Contractor Work Hours and Safety Standards Act.* The Administrator, EPA, shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by §5.5(a) or §4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(b)(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b)(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for unliquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The U.S. Environmental Protection Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime

contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in section §5.1, the Administrator of EPA shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Administrator of EPA shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the U.S. Environmental Protection Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. (Approved by the Office of Management and Budget under OMB control numbers 1215-0140 and 1215-0017.)

CERTIFICATIONS

Debarred Firms

All prime Construction Contractors shall certify that Subcontractors have not and will not be awarded to any firm that is currently on the EPA Master List of Debarred, Suspended and Voluntarily Excluded Persons in accordance with the provisions of 40 CFR 32.500(c). Debarment action is taken against a firm for noncompliance with Federal Law.

All bidders shall complete the attached certification (Attachment Number 9) and submit to the owner with the bid proposal.

Anti-lobbying Certification

All prime Construction Contractors must certify (Attachment Number 10) that no appropriated funds were or will be expended for the purpose of lobbying the Executive or Legislative Branches of the Federal Government or Federal Agency concerning this contract (contract in excess of $100,000). If the Contractor has made or agreed to make payment to influence any member of Congress in regard to award of this contract, a Disclosure Form must be completed and submitted to the owner with the bid proposal.

All prime Contractors must require all Subcontractors to submit the certification, which must also be submitted to the owner.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____ I am unable to certify to the above statements. My explanation is attached.

Attachment Number 10

CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

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

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____ I am unable to certify to the above statements. My explanation is attached.

EPA DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Loan recipient responsibilities:

- Include in each contract with a primary contractor the following term and condition:

  "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract." (*Appendix A to Part 33—Term and Condition)*

- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).

- Require the prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:

  - To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§33.302(a)).

  - To notify recipient in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor (§33.302(b)).

  - To employ the six Good Faith Efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason (§33.302(c)).

  - To employ the six Good Faith Efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33 (§33.302(d)).

  - To provide EPA Form 6100-2 – *DBE Program Subcontractor Participation Form* to all DBE subcontractors (§33.302(e)). **NOTE: this requirement has been suspended.**

  - To submit EPA Forms 6100-3 – *DBE Program Subcontractor Performance Form* and 6100-4 *DBE Program Subcontractor Utilization Form* as part of the bid package or proposal (§33.302(f) and (g)). **NOTE: this requirement has been suspended.**

  - To employ the six Good Faith Efforts steps in paragraphs (a) through (f) of §33.301 while procuring any subcontracts (§33.302(i)).

- Conduct an Availability Analysis and negotiate fair share objectives with EPA (§33.401), or adopt the fair share objectives of the oversight state agency revolving loan fund for comparable infrastructure (§33.405(b)(3)).

- Maintain all records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its prime contractors', good faith efforts (§33.501(a)).

- Create and maintain a bidders list and require the prime contractor to create and maintain a bidders list (§33.501(b)). This list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, including both MBE/WBEs and non-MBE/WBEs. This list must be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors:

  (a) Entity's name with point of contact,
  (b) Entity's mailing address, telephone number, and email address,
  (c) The procurement on which the entity bid or quoted, and when, and,
  (d) Entity's status as an MBE/WBE or non-MBE/WBE.

Prime Contractor Responsibilities:

- Include in each contract with a subcontractor the following term and condition:

  "The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract." (*Appendix A to Part 33—Term and Condition)*

- Employ the six Good Faith Efforts during subcontractor procurement (§33.301).

- Pay subcontractors for satisfactory performance no more than 30 days from receipt of payment from the recipient (§33.302(a)).

- Notify recipient in writing prior to termination of a DBE subcontractor for convenience (§33.302(b)).

- Employ the six Good Faith Efforts described in §33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§33.302(c)).

- Employ the six Good Faith Efforts described in §33.301 even if the fair share objectives have been achieved under subpart D of Part 33 (§33.302(d)).

- Provide EPA Forms 6100-2 – *DBE Program Subcontractor Participation Form* and 6100-3 – *DBE Program Subcontractor Performance Form* to each DBE subcontractor prior to opening of the subcontractor's bid or proposal (§33.302(e) and (f)). **NOTE: this requirement has been suspended.**

- Complete EPA Form 6100-4 – *DBE Program Subcontractor Utilization Form* (§33.302(g)). **NOTE: this requirement has been suspended.**

- Submit to recipient with the bid package or proposal the completed EPA Form 6100-4, plus an EPA Form 6100-3 for each DBE subcontractor used in the bid or proposal (§33.302(f) and (g)). **NOTE: this requirement has been suspended.**

- Maintain all records documenting its compliance with the requirements of Title 40 Part 33, including documentation of its, and its subcontractors', good faith efforts (§33.501(a)).

- Create and maintain a bidders list and require the subcontractor to create and maintain a bidders list (§33.501(b)). This list must include all firms that bid or quote on subcontracts, including both

MBE/WBEs and non-MBE/WBEs. This list must be kept until the project period for the identified loan has ended. The following information must be obtained from all subcontractors:

(a) Entity's name with point of contact,
(b) Entity's mailing address, telephone number, and email address,
(c) The procurement on which the entity bid or quoted, and when, and,
(d) Entity's status as an MBE/WBE or non-MBE/WBE.

Subcontractor Responsibilities:

- May submit EPA Form 6100-2 – *DBE Program Subcontractor Participation Form* directly to DOW Project Manager (§33.302(e)). **NOTE: this requirement has been suspended.**

- Must complete EPA Form 6100-3 – *DBE Program Subcontractor Performance Form* and submit it to the prime contractor soliciting services prior to the prime contractor opening bids or quotes. **NOTE: this requirement has been suspended.**

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION POLICY

PROJECT NAME: _____ **BID DATE:** _____

1. Name, address and telephone number of contact person on all DBE matters:

Prime Contractor's Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Total Contract Amount: _____

2. Total dollar amount/percent of contract of MBE participation: _____

3. Total dollar amount/percent of contract of WBE participation: _____

4. Are certifications* for each MBE/WBE/DBE subcontractor enclosed; if no, please explain: _____ ☐ Yes ☐ No

5. Are MBE/WBE/DBE subcontracts or letters of intent signed by both parties enclosed; if no, please explain: _____ ☐ Yes ☐ No

6. List of MBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

7. List of WBE Subcontractors:

Name: _____
Contact Person: _____
Address: _____
Phone: _____
Cell Phone: _____
Email: _____
Type of Contract: _____
Work to be Done: _____
Amount: _____

Attach Additional Sheets, If Necessary

*Self-certification: Self certification of MBE/WBE/DBE firms will NOT be accepted as a valid form of certification of MBE/WBE/DBE status.

8. Information and documentation concerning efforts taken to comply with EPA's "six good faith efforts"

(i). Ensure DBE construction firms or material suppliers are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including placing DBEs on solicitation lists and soliciting them whenever they are potential sources. A good source for a list of DBEs is the Kentucky Transportation's Certified DBE Directory webpage.

☐ The prime contractor certifies that a solicitation list of qualified DBE vendors was developed for current and future solicitations. *Submit a copy of the list as documentation*.

(ii). Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process; including, whenever possible, posting solicitation for bids or proposals for a sufficient amount of time as to receive a competitive bid or proposal pool.

☐ The prime contractor certifies that every opportunity was provided to a number of DBEs to encourage their participation in the competitive process and that an adequate amount of time was provided for response. Must do at least one of the below.

a. List each DBE construction firm or material supplier to which a solicitation was attempted. *Submit copies of letters, emails, faxes, telecommunication logs, certified mail receipts, returned envelopes, certified mail return receipts, etc. as documentation.*

Company name and phone number: _____
Area of work expertise: _____
Date of any follow-ups and person spoke to: _____

b. Advertisements, if applicable: List each publication in which an announcement or notification was placed. *Submit original advertisement or a copy of the advertisement with an affidavit of publication for each announcement as documentation.*

Name of publication: _____
Date(s) of advertisement: _____
Specific subcontract areas announced: _____

c. Other, if applicable: List each notification method in which an announcement or outreach was used; list serve, public meeting, etc. *Submit applicable information to document effort*.

Method of notification: _____
Date(s) of notification: _____

(iii). Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs; including dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

☐ The prime contractor certifies that the project was broken into its basic elements (i.e., dirt hauling, landscaping, painting, pipe installation, material supplies, etc.) and that a determination was made whether it's economically feasible to bid the elements separately and that the analysis of this effort was documented with a short memo to the project file.

(iv). Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises.

☐ The prime contractor certifies that they established delivery schedules which would allow DBEs to participate in the project and the effort was documented with a short memo to the project file.

(v). Use the services and assistance of the Small Business Administration (SBA). The easiest way to utilize their services is to visit the SBA webpage and use the electronic tools available there or you may send the nearest SBA office a certified letter that generally describes the solicitation, the dates it will be open, the types of vendors you are seeking and applicable Standard Industrial Classification (SIC) or North American Industry Classification System (NAIC) codes if known. Or, you may use the services and assistance of the Kentucky Procurement Technical Assistance Center (PTAC) **and** the Kentucky Department of Transportation (KDOT). The easiest way to utilize the services of Kentucky PTAC and KDOT is to send an email to kyptacinfo@kstc.com and Melvin.Bynes2@ky.gov and generally describe the solicitation, the dates it will be open, the types of vendors you are seeking and applicable SIC or NAIC codes if known.

☐ The prime contractor certifies that the assistance of the SBA or PTAC **and** KDOT was utilized. *Submit pages printed off the SBA websites which evidence efforts to register a solicitation on the site or submit copies of the letter sent and certified mail receipt as documentation; or submit copies of emails sent to PTAC and DOT as documentation.*

(vi). If a Prime contractor awards any subcontracts, require the subcontractor to take the steps in numbers (i) through (v) above.

☐ The prime contractor certifies that subcontractors used for this project will be required to follow the steps of the "six good faith efforts" as listed above.

9. Signature and date:

To the best of my knowledge and belief, all "six good faith efforts" have been met and the information contained in this document is true and correct; the document has been duly authorized by the legal representative.

_____ _____

Signature Print name and title

_____

Date

BIDDER'S LIST FORM

OWNER: _____ **LOAN NO:** _____

PROJECT TITLE: _____ **BID DATE:** _____

Instructions:

1. Per 40 CFR §33.501(b), this list must include all firms that were solicited for participation, bid on, or quoted for a prime contract or subcontract under EPA assisted projects, includes both DBE's and non DBE's.
2. SRF loan participants must keep the Bidder's List until the project period for the identified loan has ended and no funds are remaining.
3. This list must be submitted to DOW in the ATA Package. Contract Award Approval cannot be given until this form has been received by DOW.
4. The following information must be obtained from all prime and subcontractors. Please complete the form below:

ENTITY'S NAME	MAILING ADDRESS	CONTACT PERSON	PHONE#	E-MAIL ADDRESS	M/WBE?

Attachment Number 12

BONDS AND INSURANCE

The minimum requirements shall be as follows:

Bonding requirements for contracts of $100,000 or less are contained in 40 CFR 31.36(h).

Bond requirements for contracts in excess of $100,000 are:

- Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
- Performance bond equal to 100 percent of the contract price, and
- Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Insurance requirements are contained in the General Conditions of the contract. In addition to the other required insurance, the owner or the contractor, as appropriate, must acquire any flood insurance made available by the Federal Emergency Management Agency as required by 44 CFR Parts 59-79, if construction will take place in a flood hazard area identified by the Federal Emergency Management Agency. The owner's requirements on Flood Insurance are contained in the Special Conditions Section of the Contracts Documents.

Attachment Number 13

STORM WATER GENERAL PERMIT

All construction projects with surface disturbance of more than 1 acre during the period of construction must have a KPDES Storm Water General Permit. The permit can be found at this webpage.

If you have any questions regarding the completion of this form call the Surface Water Permits Branch, at (502) 564-3410.

DAVIS-BACON WAGE RATE REQUIREMENTS

CWSRF: The recipient agrees to include in all agreements to provide assistance for the construction of treatment works carried out in whole or in part with such assistance made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.), or with such assistance made available under section 205(m) of that Act (33 U.S.C. 1285(m)), or both, a term and condition requiring compliance with the requirements of section 513 of that Act (33 U.S.C. 1372) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for the construction of treatment works carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as set forth below titled "Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)". This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

DWSRF: The recipient agrees to include in all agreements to provide assistance for any construction project carried out in whole or in part with such assistance made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12), a term and condition requiring compliance with the requirements of section 1450(e) of the Safe Drinking Water Act (42 U.S.C.300j-9(e)) in all procurement contracts and sub-grants, and require that loan recipients, procurement contractors and sub-grantees include such a term and condition in subcontracts and other lower tiered transactions. All contracts and subcontracts for any construction project carried out in whole or in part with assistance made available as stated herein shall insert in full in any contract in excess of $2,000 the contract clauses as set forth below entitled "Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)". This term and condition applies to all agreements to provide assistance under the authorities referenced herein, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, where such agreements are executed on or after October 30, 2009.

Wage Rate Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) for Subrecipients that are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. The recipient or subrecipient may also obtain additional guidance from Department of Labor's webpage.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor the General Services Administration website weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor the General Services Administration website on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from the General Services Administration website into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage

determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's General Services Administration website.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division's webpage or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for

the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient**,** upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office.

II. Requirements under the Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) for Subrecipients that are not Governmental Agencies

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's webpage.

Under these terms and conditions, the subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, Davis-Bacon prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients must obtain proposed wage determinations for specific localities from the U.S. Department of Labor's General Services Administration website. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to (insert contact information for State recipient DB point of contact for wage determination) for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

(b) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor the U.S. Department of Labor's General Services Administration website on a weekly basis to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor the U.S. Department of Labor's General Services Administration website on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from the U.S. Department of Labor's General Services Administration website into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract

or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of $2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's General Services Administration website.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request, and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient(s) shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the

site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division's webpage or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees.

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and

Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of $100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act.

These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(c) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification.

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office or its successor site.

Attachment Number 15

AMERICAN IRON AND STEEL REQUIREMENT

The Contractor acknowledges to and for the benefit of the _____ ("Purchaser") and the State of Kentucky (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser).

While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

Sample Certification

The following information is provided as a sample letter of step certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name
Company Address
City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

SECTION 01010

SUMMARY OF WORK

PART 1 GENERAL

1.01 SCOPE OF WORK COVERED BY THE CONTRACT

A. These Specifications and the accompanying Drawings describe the work to be done and materials to be furnished for the construction of Contract 415-24-02, Mt. Sterling Road and KY 89 Water Line Upgrade, East Clark County Water District, Clark County, Kentucky.

B. The Work is located in Clark County, Kentucky. See project plans for locations.

C. Major work items in this Contract include:

1. Upgrade of miscellaneous PVC water lines and accessories. See Form of Proposal for approximate quantities.

1.02 WORK SEQUENCE

A. No priorities are assigned to this work.

PART 2 MATERIALS

Not used.

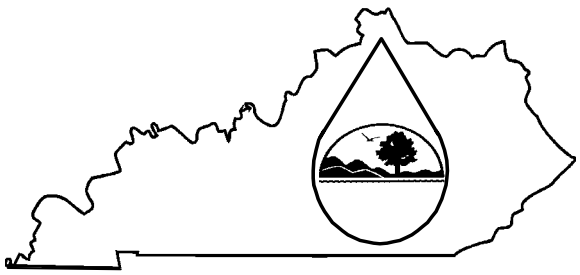
PART 3 EXECUTION

Not used.

END OF SECTION

***

FORM NOI-SWCA



KENTUCKY POLLUTION DISCHARGE ELIMINATION SYSTEM (KPDES)

Notice of Intent (NOI) for coverage of Storm Water Discharges Associated with Construction Activities Under the KPDES Storm Water General Permit KYR100000

This is an application for:

☐ New construction activity.
☐ Modification of coverage for additional area in same watershed.
☐ Modification of coverage for additional area in different watershed.

If Modification is checked, state reason for Modification:	

For Agency Use	Permit No. (Leave Blank)	**K**	**Y**	**R**	**1**	**0**				
For Agency Use	AI ID (Leave Blank)									

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s)*:		Phone:*
Mailing Address:*		Status of Owner/Operator: ☐Private ☐State ☐Federal ☐Public(other than state or federal)
City:*:	State:*	Zip Code:*

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project:*	Physical Address:*	City:*
State:*	Zip Code:*	County:*
Latitude (decimal degrees):*	Longitude (decimal degrees):*	SIC Code:*

SECTION III – SITE ACTIVITY INFORMATION

For single projects provide the following information

Total Number of acres in project:*	Total Number of acres to be disturbed:*	Start date:	Completion date:

For common plans of development projects provide the following information

Total Number of acres in project:*	Number of individual lots in development:	Number of lots to be developed:
Total acreage intended to be disturbed:*	Number of acres intended to be disturbed at any one time:	
Start date:	Completion date:	List Contractors:

SECTION IV – DISCHARGE TO A WATER BODY

Name of Receiving Water:*	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☐Secondary Contact Recreation ☐Primary Contact Recreation ☐Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☐High Quality Water ☐Impaired Water
Name of Receiving Water:*	Anticipated number of discharge points:
Location of anticipated discharge points: Latitude (decimal degrees):*	Longitude (decimal degrees):*
Receiving Water Body Stream Use Designation	☐Cold Water Aquatic Habitat ☐Domestic Water Supply ☐Outstanding State Resource Water ☐Secondary Contact Recreation ☐Primary Contact Recreation ☐Warm Water Aquatic Habitat
Antidegradation Categorization	☐Outstanding National Resource Water ☐Exceptional Water ☐High Quality Water ☐Impaired Water

FORM NOI-SWCA

SECTION V – DISCHARGE TO AN MS4	
Name of MS4:	Date of application /notification to the MS4 for construction site coverage:
Number of discharge points**:**	Location of each discharge point: Latitude (decimal degrees):* Longitude (decimal degrees):*

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY	
Will the project require construction activities in a water body or the riparian zone: ☐ Yes ☐ No	
If yes, describe scope of activity:	
Is a Clean Water Act 404 permit required: ☐ Yes ☐ No	Is a Clean Water Act 401 Water Quality Certification required: ☐ Yes ☐ No

SECTION VII – NOI PREPARER INFORMATION			
First Name:*	Last Name:*	Phone :*	eMail Address:*
Mailing Address:*	City:*	State:*	Zip Code:*

SECTION VIII – ATTACHMENTS
Attach a full size color USGS 7½-minute quadrangle map with the facility site clearly marked. USGS maps may be obtained from the University of Kentucky, Mines and Minerals Bldg. Room 106, Lexington, Kentucky 40506. Phone number (859) 257-3896**.**

SECTION IX – CERTIFICATION		
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.		
Signature:*	First Name:*	Last Name:*
Phone:*	eMail Address:	Date:*

This completed application form and attachments should be sent to: SWP Branch, Division of Water, 200 Fair Oaks, Frankfort, Kentucky 40601. Questions should be directed to: SWP Branch, Operational Permits Section at (502) 564-3410.

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

WHO MUST FILE A NOTICE OF INTENT (NOI) FORM

Federal law at 40 CFR Part 122 prohibits point source discharges of stormwater associated with industrial activity to a water body of the Commonwealth of Kentucky without a Kentucky Pollutant Discharge Elimination System (KPDES) permit. The operator of an industrial activity that has such a storm water discharge must submit a NOI to obtain coverage under the KPDES Storm Water General Permit. If you have questions about whether you need a permit under the KPDES Storm Water program, or if you need information as to whether a particular program is administered by the state agency, call the **Storm Water Contact, Operational Permits Section, Kentucky Division of Water at (502) 564-3410.**

WHERE TO FILE NOI FORM

NOIs must be sent to the following address or submitted in on-line at https://dep.gateway.ky.gov/eForms/Default.aspx?FormID=3:

Operational Permits Section
SWP Branch, Division of Water
200 Fair Oaks Lane
Frankfort, KY 40601

Electronic NOI-SWCAs are to be submitted a minimum of seven (7) working days prior to commencement of construction related activities. Paper NOI-SWCAs are to be submitted a minimum of thirty (30) working days prior to commencement of construction related activities.

COMPLETING THE FORM

Enter information in the appropriate areas only. (*) denotes a required field. Enter N/A (Not Applicable) for fields that are required but do not apply to your submission. If you have any questions regarding the completion of this form call the **Storm Water Contact, Operational Permits Section, at (502) 564-3410.**

SECTION I – FACILITY OPERATOR INFORMATION

Operator Name(s): Enter the name or names of all operators applying for coverage under KYR10 using this NOI.
Mailing Address, City, State, and Zip Code: Provide the mailing address of the primary operator
Phone No.: Provide the telephone numbers of the person who is responsible for the operation.
Status of Owner/Operator: Select the appropriate legal status of the operator of the facility from the dropdown list.

Federal
Public (other than federal or state)
State
Private

SECTION II – FACILITY/SITE LOCATION INFORMATION

Name of Project: Provide the name of the project.
Physical Address, City, State, Zip Code and County: Provide the physical address of the project.
Latitude/Longitude: Provide the general site latitude and longitude of the operation.
SIC Code: Enter the Standard Industrial Code for the project

SECTION III –SITE ACTIVITY INFORMATION

For single projects provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Total number of acres to be disturbed: Indicate the total number of acres of the project to be disturbed.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.

For common plans of development provide the following information:

Total number of acres in project: Indicate the total acreage of the project including both disturbed and undisturbed areas.
Number of individual lots in development, if applicable: Indicate the number of individual lots or unit in the common plan of development
Number of lots to be developed: Indicate the number of lots that you intend to develop.
Total acreage of lots intended to develop: Indicate the total acreage of the lots you intend to develop
Total acreage intended to disturb: Indicate the total acreage of the lots you intend to disturb
Number of acres intended to disturb at any one time: Indicate the maximum number of acres to be disturbed at any one time.
Anticipated start date: Indicate the approximate date of when construction activities will begin.
Anticipated completion date: Indicated the approximate date of when final stabilization will be achieved.
List of contractors: Provide the names of all known contractors that will be working on site.

(Continued on Back Page)

KENTUCKY POLLUTANT DISCHARGE ELIMINATION SYSTEM
FORM NOI-SWCA – INSTRUCTIONS

SECTION IV – IF THE PERMITTED SITE DISCHARGES TO A WATER BODY THE FOLLOWING INFORMATION IS REQUIRED

Name of Receiving Water: Provide the names of the each water body receiving discharges from the site. Provide only official USGS names do not provide local names
Anticipated number of discharge points: Indicate the number of discharge points to each receiving water body.
Location of anticipated discharge points: Provide the latitude and longitude of each discharge point. Add points as necessary.
Receiving Water Body Stream Use Designation: Check all appropriate boxes
Antidegradation Categorization: Select from the drop down box one of the following:

Outstanding National Resource Water
Exceptional Water
High Quality Water
Impaired Water

SECTION V – IF THE PERMITTED SITE DISCHARGES TO A MS4 THE FOLLOWING INFORMATION IS REQUIRED

Name of MS4: Provide the name of the MS4 to which the activity will discharge
Number of discharge points to the MS4: Indicate the number of discharge points
Location of each discharge point: Provide the latitude and longitude of each discharge point. Add points as necessary
Date of application/notification to the MS4 for construction site permit coverage: Indicate the date the MS4 has or will be notified.

SECTION VI – CONSTRUCTION ACTIVITIES IN OR ALONG A WATER BODY

Will the project require construction activities in a water body or the riparian zone: Select Yes or No from the drop down box.
If Yes, describe scope of activity: Provide a brief description of the activity (ies) that will take place in the water body or the riparian zone.
Is a Clean Water Act 404 permit required: Select Yes or No from the drop down box.
Is a Clean Water Act 401 Water Quality Certification required: Select Yes or No from the drop down box.

SECTION VII – NOI PREPARER INFORMATION

Provide the name, mailing address, telephone number and eMail address of the person preparing the NOI.

SECTION VIII –Attachments

Attach a USGS topographic map indicating the location of the activity and the proposed discharge points.

SECTION IX – CERTIFICATION

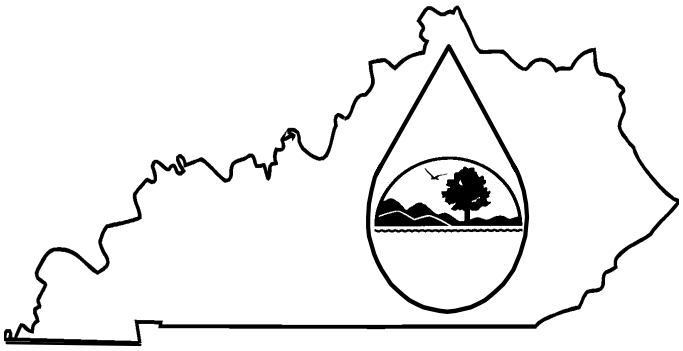
Provide the name, mailing address, telephone number and eMail address of the person who is responsible for the activity

Signature: Provide full name of the responsibility party. This will constitute a signature.

The NOI must be signed as follows:

Corporation: by a principal executive officer of at least the level of vice president
Partnership or sole proprietorship: by a general partner or the proprietor respectively

KPDES FORM NOT-SWCA



Kentucky Pollutant Discharge Elimination System (KPDES)

NOTICE OF TERMINATION (NOT)
of Coverage Under the KPDES General Permit for Storm Water Discharges Associated with Construction Activity

Submission of this Notice of Termination constitutes notice that the party identified in Section II of this form is no longer authorized to discharge storm water associated with construction activity under the KPDES program.

ALL NECESSARY INFORMATION MUST BE PROVIDED ON THIS FORM.
(Please see instructions on back before completing this form.)

I. PERMIT INFORMATION
KPDES Storm Water General Permit Number:
Check here if you are no longer the Operator of the Facility: ☐
Check here if the Storm Water Discharge is Being Terminated: ☐
II. FACILITY OPERATOR INFORMATION
Name:
Address:
City/ State/Zip Code:
Telephone Number:
III. FACILITY/SITE LOCATION INFORMATION
Name:
Address:
Is this part of a larger common plan of development: ☐ yes ☐ no
Name of Main Contractor:
Lot Number: of
Address of Lot(s):
City/County/State/Zip Code:

Certification: I certify under penalty of law that all storm water discharges associated with construction activity from the identified site that are authorized by a KPDES general permit have been eliminated or that I am no longer the operator of the construction site. I understand that by submitting this Notice of Termination, I am no longer authorized to discharge storm water associated with construction activity under this general permit, and that discharging pollutants in storm water associated with construction activity of waters of the Commonwealth is unlawful under the Clean Water Act and Kentucky Regulations where the discharge is not authorized by a KPDES permit. I also understand that the submittal of this Notice of Termination does not release an operator from liability for any violations of this permit or the Kentucky Revised Statutes.

NAME (Print or Type)	TITLE
SIGNATURE	DATE

INSTRUCTIONS
NOTICE OF TERMINATION (NOT) OF COVERAGE UNDER THE KPDES GENERAL PERMIT FOR STORM WATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY

Who May File a Notice of Termination (NOT) Form
Permittees who are presently covered under the Kentucky Pollutant Discharge Elimination System (KPDES) General Permit for Storm Water Discharges Associated with Construction Activity may submit a Notice of Termination (NOT) form when their facilities no longer have any storm water discharges associated with construction activity as defined in the storm water regulations at 40 CFR 122.26 (b)(14), or when they are no longer the operator of the facilities.

Elimination of all storm water discharges associated with industrial activity occurs when disturbed soils at the construction site have been finally stabilized and temporary erosion and sediment control measures have been removed or will be removed at an appropriate time, or that all storm water discharges associated with industrial activity from the construction site that are authorized by a KPDES general permit have otherwise been eliminated. Final stabilization means that all soil-disturbing activities at the site have been completed, and that a uniform perennial vegetative cover with a density of 70% of the cover for unpaved areas and areas not covered by permanent structures has been established, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Where to File NOT Form
Send this form to the following address:

Section Supervisor
Inventory & Data Management Section
SWPB , Division of Water
200 Fair Oaks, 4th Floor
Frankfort, KY 40601

Completing the Form
Type or print legibly in the appropriate areas and according to the instructions given for each section. If you have questions about this form, call the Storm Water Contact, Allen Ingram II, at (502) 564-3410.

Section I - Permit Information
Enter the existing KPDES Storm Water General Permit number assigned to the facility or site identified in Section III. If you do not know the permit number, **call the Storm Water Contact, Allen Ingram II at (502) 564-3410.**

Indicate your reason for submitting this Notice of Termination by checking the appropriate box:

If there has been a change of operator and you are no longer the operator of the facility or site identified in Section III, check the corresponding box.

If all storm water discharges at the facility or site identified in Section III have been terminated, check the corresponding box.

Section II - Facility Operator Information
Give the legal name of the person, firm, public organization, or any other entity that operates the facility or site described in this application. The name of the operator may or may not be the same name as the facility. The operator of the facility is the legal entity which controls the facility's operation. Do not use a colloquial name. Enter the complete address and telephone number of the operator.

Section III - Facility/Site Location Information
Enter the facility's or site's official or legal name and complete address, including city, state and ZIP code. If the facility lacks a street address, indicate the state, the latitude and longitude of the facility using decimal degrees of the approximate center of the site.

If this construction site is part of a larger common plan of development, provide the name of the main contractor, the lot number(s) that you had projects on and for which you are seeking to terminate permit coverage for and the address(es) of those lots.

Section IV - Certification
Federal statutes provide for severe penalties for submitting false information on this application form. Federal regulations require this application to be signed as follows:

For a corporation: by a responsible corporate officer, which means: (i) president, secretary, treasurer, or vice-president of the corporation in charge of a principal business function, or any other person who performs similar policy or decision making functions, or (ii) the manager of one or more manufacturing, production or operating facilities employing more than 250 persons or having gross annual sales or expenditures exceeding $25 million (in second-quarter 1980 dollars), if authority to sign documents has been assigned or delegated to the manager in accordance with corporate procedures;

For a partnership or sole proprietorship: by a general partner or the proprietor; or

For a municipality, State, Federal, or other public facility: by either a principal executive

SECTION 01500

CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SANITARY FACILITIES

A. The CONTRACTOR shall construct and maintain, in a sanitary condition, sanitary facilities for the CONTRACTOR'S employees and also employees of the Subcontractors. The CONTRACTOR shall, at completion of the Contract Work, properly dispose of these sanitary facilities.

1.02 UTILITIES

A. The obtaining of all utilities for construction, including power and water, shall be the responsibility of the CONTRACTOR, and he shall bear the cost of all utilities used for construction. Cost of all connections and facilities for use of utilities shall be borne by the CONTRACTOR.

1.03 MAINTENANCE OF SERVICE IN EXISTING UTILITIES

A. Where the existing utilities, including in-plant process piping and plant water piping, must be disturbed during construction under this Contract, their operation and function shall be maintained by the CONTRACTOR to such a degree that service to customers will be interrupted for minimum time periods only. Such disturbances and any maintenance use of these lines shall constitute no cost to the OWNER. **The OWNER shall be notified of interruptions in sufficient time to prepare for them and shall agree to the hour, date, and duration of them before they are undertaken.**

B. Should shutdowns in service be in excess of the time of duration agreed upon, and such excessive shutdown time be due to the CONTRACTOR's negligence, faulty Work and/or inability to perform, then and in that event, the CONTRACTOR shall be held liable to the OWNER for any and all damages that may accrue to the OWNER, by reason of such excessive shutdown periods.

C. Digging through services with trenching machines will not be permitted. Upon damage to utility services, such services shall be repaired immediately and tested to the satisfaction of the ENGINEER. The CONTRACTOR shall notify all utility users of impending interruption of service and shall be responsible for all damage resulting from same. Payment for necessary disconnection and reconnection of utility services shall be included as a part of the CONTRACTOR's bid and no extra compensation will be made for same.

D. The CONTRACTOR shall at all times maintain on hand an adequate supply of repair materials and tools with which to make repair to damaged water, gas and sewer lines. Should the CONTRACTOR inadvertently damage existing utilities, he shall make immediate repair thereto and in no event shall he leave the site before such repair has been made and proven to be successful.

E. As far as possible, the locations and sizes of existing mains are indicated on the Drawings; however, exact locations, pipe materials and sizes cannot be guaranteed. It shall be the responsibility of the CONTRACTOR to locate and uncover existing lines, to which new mains are to be connected, and provide all connecting fittings of the correct size and type for each connection. Payment for the above shall be included in the unit price bid for each item used for the connection as indicated on the Drawings or as specified.

1.04 PROPERTY PROTECTION

A. Care is to be exercised by the CONTRACTOR in all phases of construction, to prevent damage and/or injury to the OWNER's and/or other property.

B. The CONTRACTOR shall avoid unnecessary injury to trees and shall remove only those **authorized** to be removed by written consent of the OWNER. Fences, gates, and terrain damaged or disarranged by the CONTRACTOR's forces shall be immediately restored in their original condition or better.

1.05 CONSTRUCTION WARNING SIGNS

A. The CONTRACTOR shall provide construction warning signs for each location where he is working in the state highway right-of-way in city or county streets. He will further provide flagmen as required and shall abide by all Kentucky Transportation Cabinet, Department of Highways safety rules, including size, type and placement of construction signs. All signs shall be of professional quality.

1.06 RESIDENT PROJECT REPRESENTATIVE OFFICE

A. Not required this Contract.

1.07 ACCESS ROADWAYS

A. The CONTRACTOR shall construct all access roadways needed during construction, and the planned access roadways for the completed project. The CONTRACTOR shall maintain access roadways continuously during the construction period.

B. The CONTRACTOR shall maintain all existing roadways within the project site which are used for any purpose by his construction operations. The degree and frequency of maintenance shall be adequate to keep existing roadways in a condition at least equal to their condition prior to construction. Road maintenance shall include dust control and grading as necessary.

1.08 RESPONSIBILITY FOR TRENCH SETTLEMENT

A. The CONTRACTOR shall be responsible for any settlement caused by the construction, that occurs within 1 year after the final acceptance of this Contract by the OWNER. Repair of any damage caused by settlement shall meet the approval of the OWNER.

1.09 DAMAGE TO CROPS, LIVESTOCK AND VEGETATION

A. The CONTRACTOR shall protect crops, livestock and vegetation against damage or injury from construction operations at all times. Crops damaged or equipment access obtained outside of the easements provided shall be the responsibility of the CONTRACTOR. Temporary fences shall be provided at no extra cost to the OWNER wherever necessary to keep livestock away from the construction area. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Damaged limbs shall be trimmed and damaged tree trunks shall be treated with wound dressing.

1.10 WASTE DISPOSAL

A. The CONTRACTOR shall dispose of waste, including any hazardous waste, off-site in accordance with all applicable laws and regulations.

1.11 CONTRACTOR'S TRAILERS AND MATERIAL STORAGE

A. The location of the CONTRACTOR'S and Subcontractors' office and work trailers and parking areas on the project site shall be subject to the OWNER's approval.

B. The location of the CONTRACTOR's and Subcontractors' material storage yards on the project site shall be subject to the OWNER's approval.

1.12 CONSTRUCTION IDENTIFICATION SIGNS

A. The CONTRACTOR shall furnish and erect project identification signs if such are required by the funding agency.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

***

SECTION 01600

SPECIAL PROVISIONS FOR MATERIAL AND EQUIPMENT

PART 1 GENERAL

1.01 SERVICES OF MANUFACTURERS' REPRESENTATIVE AND OPERATING MANUALS

A. Bid prices for equipment furnished under this Contract, shall include the cost of written operation and maintenance instructions and the cost of a competent representative of the manufacturers of all equipment to supervise the installation, adjustment, and testing of the equipment and to instruct the OWNER'S operating personnel and the ENGINEER'S representative on operation and maintenance. This supervision and instruction may be divided into two or more time periods as required by the installation program, and shall be scheduled at the convenience of the OWNER.

B. Unless otherwise specified with the equipment, equipment manufacturers shall provide a minimum of 2 separate repeated training sessions for the OWNER'S staff. Each session shall be at least 2 hours in length, but not more than 4 hours. Manufacturer's agenda and schedule for the training shall be submitted to and approved by the OWNER prior to conducting the training. No training will be scheduled until the equipment has been installed, satisfactorily tested, and is ready for operation.

C. The manufacturer's representative shall have complete knowledge of the proper installation, lubrication, operation and maintenance of the equipment provided and shall be capable of instructing the representatives of the OWNER and ENGINEER on proper startup, shutdown, online operations, lubrication and preventive maintenance of the equipment. Outlines of lesson plans and proposed training schedule shall be submitted to the ENGINEER for review 30 days prior to the desired instructional period. Specific requirements for furnishing the services of manufacturer's representatives are indicated under detailed Specifications. This work may be conducted in conjunction with Inspection and Testing, whenever possible, as provided under Part 3 of EXECUTION of detailed specification. Should difficulties in operation of the equipment arise due to the manufacturer's design or fabrication, additional services shall be provided at no cost to the OWNER.

D. A certificate from the manufacturer stating that the installation of the equipment is satisfactory, that the unit has been satisfactorily tested, is ready for operation, and that the operating personnel have been suitably instructed in the operation, lubrication, and care of the unit shall be submitted to the ENGINEER.

E. For equipment furnished under other Divisions, the CONTRACTOR, unless otherwise specified, shall furnish the services of accredited representatives of the manufacturer only when some evident malfunction or overheating makes such services necessary.

F. Three complete sets of operation and maintenance instructions, covering all equipment furnished under this Contract, shall be delivered directly to the ENGINEER.

1. The manual for each piece of equipment shall be a separate document with the following specific requirements:

a. Contents

Table of contents and index

Brief description of each system and components

Starting and stopping procedures

Special operating instructions

Routine maintenance procedures

Manufacturer's printed operating and maintenance instructions, parts list, illustrations, and diagrams. These shall be specific to the material supplied under the Contract, and not a manufacturer general brochure.

One copy of each wiring diagram

One final accepted copy of each shop drawing and each CONTRACTOR'S coordination and layout drawing

List of spare parts, manufacturer's price, and recommended quantity

Manufacturer's name, address, web site, and telephone number

Name, address, and telephone number of manufacturer's local representative

b. Material

Loose leaf on 60-pound, punched paper

Holes reinforced with plastic, cloth, or metal

Page size, 8-1/2 inch by 11-inch

Diagrams and illustrations, attached foldouts as required

Of original quality, reproducible

Covers: oil, moisture, and wear resistant 9 x 12 size

c. Submittals to the ENGINEER

(1) Two preliminary copies of manuals, no later than 15 days following final review and approval of the shop drawings, for each piece of equipment.

1.02 INSTALLATION OF EQUIPMENT

A. Special care shall be taken to ensure proper alignment of all equipment with particular reference to the pumps, blowers and electric drives. The units shall be carefully aligned on their foundations by qualified millwrights after their sole plates have been shimmed to true alignment at the anchor bolts. The anchor bolts shall be set in place and the nuts tightened against the shims. After the foundation alignments have been reviewed by the ENGINEER, the bedplates or wing feet of the equipment shall be securely bolted in place. The alignment of equipment shall be further checked after securing to the foundations, and after conformation of all alignments, the sole plates shall be finally grouted in place. The CONTRACTOR shall be responsible for the exact alignment of equipment with associated piping, and under no circumstances, will "pipe springing" be allowed.

B. All wedges, shims, filling pieces, keys, packing, red or white lead grout, or other materials necessary to properly align, level, and secure apparatus in place shall be furnished by the CONTRACTOR. All parts intended to be plumb or level must be proven exactly so. Any grinding necessary to bring parts to proper bearing after erection shall be done at the expense of the CONTRACTOR.

1.03 GREASE, OIL AND FUEL

A. All grease, oil, and fuel required for testing of equipment shall be furnished with the respective equipment. The OWNER shall be furnished with a 1 year's supply of required lubricants including grease and oil of the type recommended by the manufacturer with each item of equipment supplied under this Contract.

B. All lubricants and fuels shall be properly labeled, using an indelible marker and writing on the lubricant container or drum, specifying the type and brand name of the lubricant supplied. A Master Lubrication list must be submitted to the ENGINEER for approval clearly stating which lubricants are to be used in the various pieces of plant equipment and the quantity supplied for 1 year’s use by each unit. The Master Lubrication list shall be submitted in the following format:

MASTER LUBRICATION SCHEDULE - EXAMPLE
(for format and content example ONLY)

Equipment	Lubricant	Quantity (One Years' Supply)
Blower	50 weight oil, Shell XY2, or equal	6 Quarts per unit
Comminutor Drive	90 weight lubricant, Chevron Products G-66, Shell, or equal	4 Gallons per unit

1.04 TOOLS AND SPARE PARTS

A. Any special tools (including grease guns or other lubricating devices) which may be necessary for the adjustment, operation, and maintenance of any equipment shall be furnished with the respective equipment.

B. All spare parts shall be properly protected for long periods of storage (contained in plastic bags or cardboard containers) and labeled for easy identification without opening. The labels shall be written with an indelible marker, in the following example format:

Item: shaft sleeve

No. of units: 1

Re-order No.: ACD2614

Supplier: K&S

Supplied for: Main Aeration Blowers

1.05 MAINTENANCE AND LUBRICATION SCHEDULES

A. The CONTRACTOR'S attention is directed to the General Conditions for all requirements relative to the submission of shop drawings for the mechanical equipment. For all mechanical and electrical equipment furnished, the CONTRACTOR shall provide a list including the equipment name, and address and telephone number of the manufacturer's representative and service company so that service and/or spare parts can be readily obtained. In addition, a maintenance and lubrication schedule for each piece of equipment shall be submitted along with shop drawings. Submission shall be in 3 copies. This schedule shall be in the form indicated below.

TYPICAL MAINTENANCE SCHEDULE
(for format and content example ONLY)

Item	Action	Frequency	Remarks
CLARIFIERS:			
Equipment	Check removal of scum, washdown, if required; remove any debris, etc.	Daily	
	Dewater, examine structure, scrape and paint all exposed metals, examine scraping shoes.	6 mos.	Scrape and clean walls of suitable repair any damage to scraping shoes.
Sludge Collector Drive Unit	Remove shear pin, clean off rust, grease and replace	6 mos.	
Overflow Weir	Check Serviceability	Daily	

TYPICAL LUBRICATION SCHEDULE
(for format and content example ONLY)

Item	Manufacturer's Recommendations	Type Lubricant	Frequency
Spur and Worm gearing	Check oil level as for oil change	See below; same	Weekly
	Change oil	75-80 NSMP Gem Oil (Winter 80-90 NSMP Gem Oil (Summer)	6 mos.
	Flush out drives before oil change	Kendall Flushing Oil	Prior to oil change
Gear Motors*	Change oil	Kenoil 053 R&O (Winter) Kenoil 072 R&O (Summer)	2,000 hrs. or 6 mos.

*See manufacturer's instructional manual for initial operation instructions. (IMPORTANT)

1.06 STORAGE AND HANDLING OF EQUIPMENT

A. Special attention shall be given to the storage and handling of equipment. As a minimum, the procedure outlined below shall be followed:

1. Equipment shall not be shipped until all pertinent shop drawings are reviewed by the ENGINEER.

2. All equipment having moving parts such as gears, electric motors, etc., and/or instruments shall be properly stored until such time as the equipment is to be installed.

3. All equipment shall be stored fully lubricated with oil, grease, etc. unless otherwise instructed by the manufacturer.

4. Manufacturer's storage instructions shall be carefully studied by the CONTRACTOR and reviewed with the ENGINEER. These instructions shall be followed and a written record of this kept by the CONTRACTOR.

5. Moving parts shall be rotated a minimum of once weekly to ensure proper lubrication and to avoid metal-to-metal "welding." Upon installation of the equipment, the CONTRACTOR shall start the equipment, at least half load, once weekly for an adequate period of time to ensure that the equipment does not deteriorate from lack of use.

6. Lubricants shall be changed upon completion of installation and as frequently as required thereafter during the period between installation and acceptance. New lubricants shall be put into the equipment at the time of acceptance.

7. Prior to acceptance of the equipment, the CONTRACTOR shall have the manufacturer inspect the equipment and certify in writing that its condition has not been detrimentally affected by the long storage period. Such certifications by the manufacturer shall be deemed to mean that the equipment is judged by the manufacturer to be in a condition equal to that of equipment that has been shipped, installed, tested and accepted in a minimum time period. As such, the manufacturer will guarantee the equipment equally in both instances. If such a written certification is not given, the equipment shall be judged to be defective. It shall be removed and replaced at the CONTRACTOR'S expense.

B. The OWNER reserves the right to withhold payment for any materials improperly stored and maintained.

1.07 PARTIAL UTILIZATION

A. During the course of construction partial occupation and utilization of completed portions of the work may be required.

B. When deemed necessary, the OWNER or the CONTRACTOR may request use of completed work.

C. Partial utilization shall be practiced in accordance with the General Conditions.

1.08 EQUIPMENT WARRANTY

A. The CONTRACTOR shall provide the OWNER a minimum 1 year warranty on all equipment, or a warranty of the length as is specified in the specific equipment section of the Specifications, in accordance with the General Conditions, Section 00700, Articles 13.06 through 13.09. The warranty period for each item of equipment shall be a minimum of 1 year, or as specified otherwise, from the date of the OWNER'S acceptance of the equipment item.

1.09 ADJUSTMENTS AND CORRECTIONS OF EQUIPMENT AND APPURTENANCES DURING OPERATION

A. Some items of functional nature included in this Contract cannot be tested as to performance and quality at the time of completion of their installation. They must wait for necessary testing and proper performance until such functions are possible during later portions of this Contract. Such testing, specified performance and proper instructions to the OWNER's operators (as to their maintenance and operation) is deemed a portion of this Contract, and payment shall be retained by the OWNER for equipment delivered to the site and for Work completed to cover such service. Such service replacements and performance shall take precedence over expiration of the 1 year guarantee period.

B. The CONTRACTOR shall expedite the completion of such service by all Suppliers and Subcontractors and shall render competent supervision of such service. The CONTRACTOR shall also expedite the replacement of defective and unaccepted parts and equipment. Unnecessary delay in delivery and installation of corrective parts and equipment may constitute damage to the OWNER for which the CONTRACTOR can be held liable.

1.10 INSTALLING NEW EQUIPMENT IN EXISTING STRUCTURES

A. Where new equipment is planned and/or specified as being installed in existing structures, the CONTRACTOR shall verify all dimensions and locations of existing facilities prior to ordering the new equipment. Existing anchor bolts shall be used when possible, and new equipment shall be fabricated to conform to the existing dimensions, shapes, and locations as required.

END OF SECTION

***

SECTION 02110

SITE CLEARING AND GRUBBING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish all labor and equipment required and perform all clearing, grubbing and stripping of topsoil complete as shown on the Drawings and as specified herein.

1.02 RELATED WORK

A. Earth and rock work are included in Section 02200.

1.03 SUBMITTALS

A. None required for this Section.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

3.01 GENERAL

A. The proposed building sites, paved areas, areas designated for ditches and channel changes, borrow pits, etc., (except any portions thereof that may be reserved) shall be cleared of all trees, timber, brush, stumps, rubbish and other debris. All this material, unless otherwise specified, shall be removed and disposed of away from the site.

B. Open burning is not allowed in Clark County except for agricultural operations.

C. Where clearing is to be done, stumps shall be grubbed where embankments are less than 5 feet in height, where the profile indicates excavation, in all areas designated for the construction of other facilities and in borrow areas. In all other areas the stumps may be cut off even with the ground. In areas to be grubbed, all stumps and roots must be removed.

D. No debris will be allowed to be left under or in the embankments.

E. In felling trees near tracks, structures and wire lines, necessary precaution must be exercised in order to prevent damage to wire lines, structures, the facilities of others, or obstruct tracks.

F. No extra payment for clearing and grubbing shall be included in the lump sum bid.

3.02 TREES

A. Trees (3-inch caliper and larger) shall not be disturbed by construction without written permission from the OWNER, except in those areas to be cleared. Trees disturbed by construction shall be replaced by the CONTRACTOR with same size and type at no additional cost to the OWNER.

END OF SECTION

***

SECTION 02140

DEWATERING

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish all labor and equipment required to dewater all excavations. Dewatering of all excavations shall be the responsibility of the CONTRACTOR, and no additional compensation will be allowed for same unless specifically included as a bid item.

B. Leaking pipes and structures are to be anticipated on this project. For this reason, no additional payment will be made for dewatering associated with leakage from any existing facility.

1.02 RELATED WORK

A. Crushed stone and DGA are included in Section 02235.

B. Erosion and sedimentation control is included in Section 02270.

1.03 SUBMITTALS

A. None.

PART 2 PRODUCTS

None in this Section.

PART 3 EXECUTION

3.01 GENERAL

A. Dewatering equipment shall be of adequate size and quantity to assure maintaining proper conditions for installing pipe, concrete, backfill or other material or structure in the excavation. Dewatering shall include proper removal of any and all liquid, regardless of source, from the excavation and the use of all practical means available to prevent surface runoff from entering any excavation.

END OF SECTION

***

SECTION 02235

CRUSHED STONE AND DENSE GRADED AGGREGATE (DGA)

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish and install crushed stone aggregates and DGA as indicated on the Drawings and/or required in the Specifications for such uses as surfaces and/or bases of roads, parking areas and walkways; temporary and permanent traffic bound surfacing over trenches; permanent traffic bound roadway surface maintenance; replacement of unsuitable material; and other miscellaneous applications required in the work.

B. Various sizes, types and quality of crushed stone aggregates are specified in this Section depending on applicability which may be specified in detail in other sections of these Specifications.

C. The ENGINEER may require the use of crushed stone aggregates for purposes other than those specified in this or other Specification sections if such use is advisable in his opinion. Payment for crushed stone aggregate shall be by negotiation unless agreed pricing has been previously established.

1.02 RELATED WORK

A. Dewatering is included in Section 02140.

1.03 SUBMITTALS

A. Testing Service shall submit required test reports directly to the ENGINEER with copy to CONTRACTOR.

PART 2 PRODUCTS

2.01 MATERIALS

A. Crushed stone aggregate shall meet the applicable requirements for the intended use in accordance with Section 805 of the Kentucky Transportation Cabinet, Department of Highways, Standard Specifications for Road and Bridge Construction.

B. Unless otherwise referred to on the Drawings or in these Specifications, crushed stone aggregate shall be graded size No. 57 according to the table below.

C. When referred to on the Drawings or in these Specifications, dense graded aggregate (DGA) shall have a sand equivalent value of not less than 25 and shall be graded according to the table below.

D. Coarse aggregate gradations referred to by number size on the Drawings or in these Specifications shall conform to the following table (as copied from the above Kentucky Transportation Cabinet Specifications, Table 805.07, 1994 Edition):

TABLE I - SIZES OF COARSE AGGREGATES - KENTUCKY

Size	Max. Size Square Openings (1)	AMOUNTS FINER THAN EACH LABORATORY SIEVE (SQUARE OPENINGS) PERCENTAGE BY WEIGHT																	
		100 (4)	90 (3 1/2)	75 (3)	63 (2 1/2)	50 (2)	37.5 (1-1/2)	25 (1)	19 (3/4)	12.5 (1/2)	9.5 (3/8)	4.75 (No. 4)	2.36 (No. 8)	2 (No. 10)	1.18 (No. 16)	600 (3) (No. 30)	425 (3) (No. 40)	150(3) (No. 100)	75 (3) (No. 200)
1	90 (3 1/2)	100	90-100		25-60		0-15		0-5										
2	63 (2 1/2)			100	90-100	35-70	0-15		0-5										
23	63 (2 1/2)			100		40-90		0-15		0-5									
3	50 (2)				100	90-100	35-70	0-15		0-5									
357	50 (2)				100	95-100		35-70		10-30		0-5							
4	37.5 (1-1/2)					100	90-100	20-55	0-15		0-5								
467	37.5 (1-1/2)					100	95-100		35-70		10-30	0-5							
5	25 (1)						100	90-100	20-55	0-10	0-5								
57	25 (1)						100	95-100		25-60		0-10	0-5						
610	25 (1)						100	85-100		40-75		15-40							
67	19 (3/4)							100	90-100		20-55	0-10	0-5						
68	19 (3/4)							100	90-100		30-65	5-25	0-10		0-5				
710	19 (3/4)							100	80-100		30-75	0-30							
78	12.5 (1/2)								100	90-100	40-75	5-25	0-10		0-5				
8	9.5 (3/8)									100	85-100	10-30	0-10		0-5				
9-M	9.5 (3/8)									100	75-100	0-25	0-5						
10	4.75 (No. 4)										100	85-100						10-30	
11	4.75 (No. 4)										100	40-90	10-40					0-5	
DGA(2)	19 (3/4)							100	70-100		50-80	30-65				10-40			2-10
GRAVEL BASE(2)	37.5 (1-1/2)					100						25-65					6-30	5-20	
CSB(2)	50 (2)				100		90-100		60-95		30-70	15-55				5-20			0-8

(1) Nominal size in mm (inches), unless otherwise shown (2) Gradation performed by wet sieve KM 64-420 (3) micrometers

E. Testing

1. Unless otherwise required in this Section, the ENGINEER shall determine the tests required for crushed stone aggregates according to Section 805. The CONTRACTOR shall be responsible, initially and periodically at no cost to the OWNER, to deliver materials proposed for use or being used in the work to a testing laboratory selected by the OWNER. This provision shall apply to any other aggregate tests required in this Section.

2. The OWNER shall be responsible to pay the laboratory testing costs. However, once a material has been tested and accepted for use, the CONTRACTOR shall be responsible throughout the job to use materials which are equal in all respects and from the same source as that accepted material delivered to the testing laboratory.

3. The CONTRACTOR shall pay for additional tests ordered by the ENGINEER after acceptance of tested materials when such tests show the quality of materials has become deficient or when the CONTRACTOR requests a change of material supplier and/or source.

4. The ENGINEER shall request tests on Form HKB DE-16 "Requisition for Material and Design Mix Tests."

PART 3 EXECUTION

3.01 INSTALLATION

A. Compacted Crushed Stone Aggregate

1. Crushed stone shall be placed in uniform layers not greater than 6 inches deep and shaped by power equipment to required lines, grades, cross connections, and depths. No minimum compacted density, method of compaction, or compaction equipment is required since a nominal amount of compaction effort with vibration can establish the desired intergranular locking of the aggregate under controlled placement depth. Acceptable compaction can be achieved with pneumatic-tired and tracked equipment and rollers.

2. All compaction operations shall be performed to the satisfaction of the ENGINEER.

3. Crushed stone shall be placed in those areas as shown on the Drawings and as may be directed by the ENGINEER.

B. Compacted Dense Graded Aggregate (DGA)

1. Dense graded aggregate shall be plant mixed with water, transported in such a manner as to deliver the mix to the project without loss or segregation, spread, and compacted to produce a density throughout not less than 84 percent of solid volume. Minimum dry density for compacted limestone DGA shall be 139 pounds per cubic foot when S.G. of limestone is 2.65.

2. Density tests shall be required in such number as determined by the ENGINEER. Density tests shall be made by the sand cone method or by nuclear gauges. The CONTRACTOR shall furnish all necessary labor, equipment and materials for making the density tests under observations of the ENGINEER.

3. In the event compacted material does not meet the required density of an area, the CONTRACTOR shall either continue compaction efforts or rework the entire area until the required density is obtained. If material has to be removed and reworked, the ENGINEER shall determine if removed material can be remixed and used again for fill.

4. All compacted DGA fill shall be included in the CONTRACTOR'S lump sum bid unless otherwise indicated on the Drawings.

END OF SECTION

***

SECTION 02326

STEEL COVER PIPE

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Steel cover pipe shall be furnished and installed as shown on the Drawings and specified herein.

1.02 RELATED WORK

A. Sewer and Drain Pipe is specified in Section 02700.

B. Pressure pipe is specified in Section 02610.

PART 2 PRODUCTS

2.01 STEEL COVER PIPE

A. Steel cover or jack pipe shall be plain end steel pipe with minimum yield strength of 35,000 psi and tensile strength of 60,000 psi per API-5L Grade B, ASTM A252 Grade 2, ASTM A139 Grade B, ASTM A135 Grade B, ASTM A106 Grade B, and ASTM A53 Grade B material. The steel pipe supplied shall be manufactured by the seamless, electric resistance weld, submerged arc weld or gas metal-arc weld process as specified in API-5L, ASTM A252, A139, A135, A106, and A53. Certification of 35,000 psi minimum yield strength shall be furnished by the supplier through the CONTRACTOR to the ENGINEER in sufficient copies before pipe is shipped to job to permit the ENGINEER to retain 3 copies.

B. Used pipe shall be acceptable if it meets the minimum requirements for size, thickness, strength, roundness, and straightness for new pipe. Supplier shall furnish through the CONTRACTOR to the ENGINEER 3 copies of certification of test results of strength tests conducted on the used pipe prior to shipment to job site. Used pipe with excessive corrosion and pitting present shall not be supplied.

C. The minimum inside diameter of steel cover pipe shall be at least 2 inches greater than the largest outside diameter of the carrier pipe, joints or couplings, except for carrier pipe 6 inches or greater in diameter under railroads, the difference shall be 4 inches instead of 2 inches. In the case of fused polyethylene or welded steel carrier pipe, the cover pipe inside diameter shall be a minimum of 4 inches greater than the largest actual outside diameter of the carrier pipe.

D. Cover pipe shall have a **minimum** wall thickness as shown in the following table, unless noted thicker on the Contract Drawings:

Cover Pipe Diameter	Minimum Nominal Wall Thickness (in.)	For KYTC Road Crossings Minimum Nominal Wall Thickness (in.)
Under 10	0.250	0.375
10 & 12	0.250	0.375
14	0.250	0.375
16	0.281	0.375
18	0.312	0.375
20	0.344	0.500
22	0.344	0.500
24	0.375	0.500

NPS = Nominal Pipe Size, OD = Outside Diameter
API 5L Gr B – NPS 0.4" to 84"OD ASTM A139 Gr B – NPS 1/8" to 60" OD
ASTM A252 Gr 2 – NPS 6" to 24" OD ASTM A135 Gr B – NPS 2" to 30" OD
ASTM A106 Grade B – NPS 1/8" to 48" OD ASTM A53 Gr B – NPS 1/8" to 26" OD

PART 3 EXECUTION

3.01 TUNNELING, BORING OR JACKING

A. Boring or jacking as specified herein will be allowed at locations other than those noted on the Drawings, where advantageous to lay pipe under streets, driveways, and sidewalks, without their monolithic structure being destroyed.

B. Tunneling under paving, railroads, buildings and underground structures is included as an alternate to boring or repaving required by open cut trenching at no extra cost to the OWNER. Bore and cover pipe is also included as an alternate to tunneling. Backfilling of tunnels shall be mechanically tamped in not more than 3 inch layers and with materials rendered suitable for tamping before being placed in tunnel unless otherwise shown on the Drawings. No payment will be made for tunnels less than 3 feet long.

C. In tunneling under buildings, the CONTRACTOR will be held responsible for all damage by his operations and methods of excavation and backfilling. No payment will be made for tunnels less than 3 feet in length.

D. Should the CONTRACTOR elect and receive permission to tunnel or bore, other than at locations designated on the Drawings or required by the ENGINEER to be tunneled or bored, the entire compensation therefor shall be the same as the unit prices bid for installation in open trench, including paving replacement, but not including bore or tunnel unit prices.

E. At locations where tunneling or boring or jacking is called for on the Drawings, in addition to the unit prices for permanent tunnel, tunnel liner, temporary tunnel, boring or jacking and/or cover pipe, payment will be made for furnishing and laying sewer lines inside the tunnel or cover pipe. No payment will be made for separate trench and backfill unit price items where permanent

tunnel, tunnel liner, temporary tunnel, boring or jacking and/or cover pipe unit prices are paid.

F. Boring or jacking under highways, railroads, sidewalks, pipelines, etc., shall be done at the locations shown on the Drawings. It shall be performed by mechanical means and accurate vertical and horizontal alignment must be maintained. When shown on the Drawings, cover pipe shall be used and shall be installed inside bored holes concurrently with boring, or jacking.

3.02 STEEL COVER PIPE INSTALLATION

A. Steel cover pipe shall be of the size and wall thickness as shown on the Drawings.

B. When cover pipe is jacked, concurrent with boring, all joints shall be solidly welded. The weld shall be such that the joint shall be of such strength to withstand the forces exerted from the boring and jacking operation as well as the vertical loading imposed on the pipe after installation. The weld shall also be such that it provides a smooth, nonobstructing joint in the interior of the pipe which will allow easy installation of the carrier pipe without hanging or abrasion to the carrier pipe upon installation.

C. When cover pipe is installed in open trench or permanent tunnel, it shall be bedded and backfilled per Specifications applying to sewer pipe in such locations. When cover pipe is installed in temporary tunnel, it shall be laid accurately to alignment of proposed sewer and at an elevation below sewer necessary to support it at the planned elevation. Bedding and backfill for cover pipe in temporary tunnel shall be per Specifications for sewer in temporary tunnel.

D. Cover pipe in open trench, permanent tunnel and temporary tunnel shall be joined in such manner that they will not be moved out of alignment or grade and that will prevent backfill material from entering joint. Where cover pipes are shown on the Drawings to be equipped with vent pipes, vents shall be installed as shown on the Drawings with cost of same included in the price bid for the cover pipe unless otherwise specified.

3.03 CARRIER PIPE IN COVER PIPE INSTALLATION

A. Pipeline Spacers

1. Pipes installed inside cover pipes shall be centered throughout the length of cover pipe. Centering shall be accomplished by the installation of bolt on style spacers with a 2-piece solid shell made from T-304 stainless steel of a minimum 14 gauge thickness. The shell shall be lined with a ribbed PVC sheet of a 0.090 inch thickness that overlaps the edges. Runners, made from UHMW polymer, shall be attached to the pipe in such a manner as to prevent the dislodgement of the spacers as the carrier pipe is pulled or pushed through the cover pipe. Risers shall be made from T-304 stainless steel of a minimum 10 gauge thickness and shall be

attached to the shell by MIG welding. All welds shall be fully passivated to ASTM A380. All fasteners shall be made from T-304 stainless steel.

2. Spacers shall be of such dimensions to provide 1) full supportive load capacity of the pipe and contents; 2) of such thickness to allow installation and/or removal of the pipe; and 3) to allow no greater than 1/2-inch movement of the carrier pipe within the cover pipe after the carrier pipe is installed.

3. Spacers shall be located immediately behind and within 2 feet of each bell and at a maximum spacing distance as shown below unless a lesser maximum spacing distance is recommended by the pipe manufacturer:

Pipeline Diameter (in.)	**Maximum Spacing (ft.)**
2 to 2-1/2	4
3-8	7
10-26	10
28	9
30	8
32	7
34	6
36-38	5.5
40-44	5
46-48	4

4. Spacers on all plastic pipe, PVC, HDPE, etc., shall be no more than 5 feet apart regardless of size. Spacers shall be no more than 8 feet apart for steel pipe and 6 feet for ductile iron pipe when the distance between the carrier pipe and the cover pipe is greater than 5 inches unless 12-inch wide spacers are used.

5. The materials and spacing to be used shall be accepted by the ENGINEER prior to installation. The pipeline spacers shall be manufactured by Cascade Waterworks Manufacturing Co., of Yorkville, Illinois; BWM Company, Forest City, North Carolina; or equal. Installation shall be in accordance with manufacturer's recommendations.

B. End Seals for Carrier Pipe

1. Upon completion of installation of the carrier pipe, the annular space at the ends of the cover pipe shall be sealed to prevent the entrance of groundwater, silt, etc., into the cover pipe. The seal shall be a manufactured product specially made for this purpose. The seal shall be Link Seal, Model “C” or “L,” as manufactured by the Thunderline Corporation, or equal.

2. The device (Model “C” or “L”) shall have composite pressure plates and modular seals to be corrosion resistant EPDM suitable for use in water, direct ground burial, and atmospheric conditions. In areas where hydrocarbon resistant is specified, the seals shall be of nitrile and rated

for the application (Model OS-316). All nuts and bolts for all models shall be 316 stainless steel (ANSI Type 316 per ASTM F695-95, 85,000 psi average tensile strength).

3. Seal sizes shall be per manufacturer's recommendations for each size of cover pipe and installed per manufacturer's recommendations to provide a watertight seal.

END OF SECTION

***

SECTION 02500

ASPHALT PAVING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. The CONTRACTOR shall be required to supply all materials and equipment and perform all work for the placement of the base, binder, and/or surface course(s) for restoring to the preconstruction condition the surface of the existing streets, roads, drives and parking areas to the depths as shown in the detailed Drawings and as specified herein.

1.02 REFERENCES

A. Unless noted, all Specifications designations denoted KTCSSRBC refer to the Kentucky Transportation Cabinet Department of Highways Standard Specification for Road and Bridge Construction. Appropriate technical portions of the referenced sections of the Specifications shall apply, but all work and method of payment shall be as described herein unless otherwise specified or shown on the Drawings.

1.03 RELATED WORK

A. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.

B. Special requirements for materials and equipment are given in Section 00700 and 01600.

C. Crushed stone surfacing requirements, temporary and permanent replacement, are specified in Section 02235 of these Specifications.

1.04 WORK DESCRIPTION

A. Asphalt shall be used for surfacing new roads and parking areas, for replacement of city streets, drives, parking areas and state highways of asphalt construction and for resurfacing existing roads and state highways at locations shown on the Drawings or specified.

1.05 QUALIFICATIONS

A. The pavement design mixture shall be used as determined by local plant mix availability. The design mixture shall have been approved recently by the Kentucky Transportation Cabinet Department of Highways and used recently on a state paving project.

B. The design mix shall be submitted to the ENGINEER for review and acceptance. The submittal shall include the following:

1. The last date the mixture was approved by the Kentucky Transportation Cabinet Department of Highways for use on a state road project.

2. The location where the mixture was recently used, and the name and address of the paving contractor.

1.06 SUBMITTALS

A. Prebid submittals, when required, are specified in Section 00820 - Special Conditions of these specifications.

B. Shop Drawings, manufacturers data and other items needed to establish compliance with the Drawings and Specifications shall be submitted to the ENGINEER in accordance with Section 00700.

1.07 WARRANTY

A. Refer to Section 01600 for warranty requirements.

PART 2 PRODUCTS

2.01 ASPHALT PAVING

A. Mixture

1. The asphaltic paving provided for use on this Contract shall conform to the applicable requirements of KTCSSRBC Section 401, Asphalt Plant Requirements; Section 402,Control and Acceptance of Asphalt Mixtures; and Section 403, Production and Placement of Asphalt Mixtures. The pavement mixture shall meet the requirements of Section 403.03.03.

B. Fine aggregates shall meet the requirements of KTCSSRBC Section 804.

C. Coarse aggregates shall meet the requirements of KTCSSRBC Section 805.

D. Asphaltic materials shall meet the requirements of KTCSSRBC Section 806.

E. Asphaltic materials for tack coat shall be one of the following: SS-1, SS-1h, CSS-1, CSS-1h, AE-60, RS-1, or CRS-1, conforming to Section 406.

2.02 FACILITIES ADJUSTMENT MATERIALS

A. Manhole adjusting rings shall be cast iron, Neenah R-1979, J.R. Hoe, or equal. Maximum adjustment shall be 3 inches.

B. Valve box adjusting rings shall be cast iron, Tyler Type MWW riser with 3 inches maximum adjustment.

2.03 PAVEMENT STRIPING MATERIALS

A. Pavement striping for all areas to receive asphalt paving, whether full width pavement overlay, trench width pavement replacement, or newly constructed

access roads or parking areas, shall meet the requirements of Section 748 of the KTCSSRBC for placement and Section 842 for striping material.

2.04 TRAFFIC CONTROL SIGNAL LOOPS

A. Where possible, traffic control signal loops shall be avoided in the location of new or replacement pipelines. Should the traffic control loops be damaged or destroyed by pipeline construction, they shall be replaced to the specification of the requirements of the entity who is the owner and operator of the traffic control facilities.

PART 3 EXECUTION

3.01 GENERAL

A. Construction requirements shall conform to applicable requirements of Section 403 of KTCSSRBC.

B. A tack coat shall be required to bond new paving to the surface of concrete or brick pavements and bases or existing asphalt surfaces. It shall be applied at the rate of 0.8 pound (0.1 gallon) per square yard at the following range of application temperatures:

SS-1, SS-1h, CSS-1, CSS-1h, AE-60	70-160°F
RS-1	70-140°F
CRS-1	120-185°F

C. When SS1, SS1h, CSS1, CSS1h, or AE60 is furnished for tack material, it shall be diluted with an equal quantity of water conforming to Section 803, shall be thoroughly mixed prior to application, and shall be applied a sufficient time in advance of the paver to ensure that all water has evaporated before the asphalt mixture is placed. The application rate shall be 0.8 pound (0.1 gallon) per square yard of the diluted SS1, SS1h, CSS1, CSS1h, or AE60.

D. Where asphalt paving is placed against vertical surfaces such as curbs, gutters, manhole frames, valve boxes, etc., the vertical face shall be tack coated in order to seal the surface. Where these surfaces are inaccessible to pressure distributor, the tack coat may be brushed or broomed into place. The tack coat shall not be allowed to spill over onto any horizontal surface outside the area to be paved.

E. Unless otherwise indicated on the Drawings or in these Specifications, the compacted thickness of the asphalt paving shall be a minimum of 1 inch and the minimum ambient temperature for mixing and laying temperatures shall be as follows:

Open Graded Friction Course	60˚F
Asphalt Mixture (1-Inch Thick)	45˚F
Asphalt Mixture (thicker than 1-inch)	40˚F
Asphalt Mixture (Base and Binder)	35˚F
Leveling and Wedging	45˚F

F. Trucks for hauling asphaltic mixtures shall have tight, clean, and smooth metal beds that have been sprayed with a minimum amount of soap emulsion, paraffin oil, or other approved material which is not detrimental to the mixture to prevent the mixture from adhering to the beds. All trucks shall be equipped with covers of sufficient size to completely cover the loaded material, and all covers shall be securely fastened in place before the truck leaves the plant. Truck beds shall be insulated, when necessary, to maintain the specified temperature to the point of delivery. Any truck causing excessive segregation of material by its spring suspension or other contributing factors, shall be discharged from the work, until such conditions are corrected.

G. The CONTRACTOR shall have an accurate thermometer on the job at all times for verifying all temperature requirements and for taking temperature measurements whenever requested by the ENGINEER or OWNER. The CONTRACTOR shall closely control temperature and compaction requirements in order to achieve quality asphalt paving and related work.

H. Asphalt paving which fails as the result of not meeting the requirements of these Specifications shall be removed and replaced as directed by the ENGINEER at the CONTRACTOR'S expense.

I. Where manhole frames, valve boxes, drainage grates, etc., are located within the area to receive asphalt paving replacement, those facilities shall be adjusted to final pavement grade prior to the placement of the asphalt surface. Where the facilities to be adjusted are the property of the OWNER, the CONTRACTOR shall adjust the facilities with the cost included in the CONTRACTOR’S bid for asphalt replacement. Where the facilities to be adjusted are the property of other utility companies, i.e., gas, water, electric, telephone, the CONTRACTOR shall notify each utility company of the schedule for repaving of the particular area to allow those companies sufficient time to adjust their facilities prior to beginning the repaving process.

J. Where pavement striping is destroyed or damaged, it shall be replaced per the requirements stated herein. The cost of all striping, unless stated otherwise in these specifications, shall be included in the price bid for pavement replacement.

K. Damaged or destroyed traffic control loops shall be replaced per the requirements of the traffic control operator with the cost incorporated into the CONTRACTOR’S bid for pavement replacement.

3.02 PAVING OF NEW STREETS, ROADS AND PARKING AREAS

A. The placement of asphalt paving for new streets, roads and parking areas shall meet the requirements of KTCSSRBC - Section 403.

3.03 FULL WIDTH PAVING OF EXISTING STREETS, ROADS AND PARKING AREAS

A. Where the entire width of the existing asphalt paved street damaged by construction is to be resurfaced, the existing pavement shall be cleaned and tack coated, and asphalt paving shall be hot applied as previously described in Article 3.02 herein.

B. The preparation of the base shall include removal of unstable material from the disturbed areas, removal of excess crushed rock from the trench to same level as the existing asphalt pavement and addition of compacted crushed rock (DGA) to the trench or where needed. No cutting of edges of existing paving will be required.

C. The ENGINEER will determine if and where leveling courses are required before application of surface courses. The leveling course shall be hot applied and rolled similarly to the surface course.

D. The surface course shall be 2 inches thick applied to the entire width of the street, unless otherwise directed by the ENGINEER. The surface course shall be feathered out to a thickness of 1 inch at the front of existing gutters. The point where feathering shall begin and the amount of feathering shall be controlled by the ENGINEER. Where there are no gutters, feathering of edges will not be done unless otherwise directed by the ENGINEER in order to conform to existing features, such as driveways.

E. Payment for the surface course shall be by the linear feet of full width pavement replaced.

F. No extra payment will be allowed for tack coat, removal of unstable material, compacted dense graded aggregate (DGA) used to replace unstable material, removal of excess crushed rock from the trench to the grade of existing pavement, and cleaning of the surface.

3.04 TRENCH WIDTH REPAVING - CITY AND COUNTY STREETS, ROADS AND PARKING AREAS

A. The cut edges of the existing paving surface shall be trimmed a depth of at least 2 inches to straight lines for uniform appearance and clean surface at joints. The area between the cut edges of the paving shall be removed to a depth of 2 inches (minimum) or to the bottom of the existing paving. All unstable material in the trench shall be removed and replaced with compacted dense graded aggregate and dense graded aggregate added as needed to bring the base surface to the bottom of existing paving or 2 inches below the existing surface, whichever is the lower. Dense graded aggregate required for stabilizing the subgrade will be paid for as an extra, but no extra payment will be allowed for removal of unstable back-fill.

B. The paving subgrade shall be compacted under the wheel of a roller, until there is no observed settlement of the subgrade.

C. The sides of existing pavement shall be covered with a tack coat and asphalt paving shall be hot applied as previously described. Final surface shall be finished to 1/4-inch above existing paving surface at edges and crowned to 1/2-inch above existing surface at the center.

D. Payment for asphalt repaving shall be per linear foot of pipeline covered to any width the CONTRACTOR shall find necessary to remove plus width of cut back to secure clean straight edges, and shall include excavation to subgrade,

preparation of subgrade, cleaning edges of existing paving, tack coat, and all operations and materials planned and specified for this type of repaving. The CONTRACTOR shall maintain such repaving up to grade of existing street surface until final completion and acceptance of work under his Contract. During the guarantee period of one year, the CONTRACTOR will be responsible for defective materials or workmanship, and natural settlement.

E. In case additional asphalt paving is to be added due to settlement, the surface which has experienced settlement shall be cut out, additional dense graded aggregate added if necessary, tack coat applied to the existing sides of existing pavement, and the paving in the settled area(s) replaced. Additional payment will not be allowed for the repair work required.

3.05 TRENCH WIDTH REPAVING - STATE MAINTAINED STREETS AND HIGHWAYS

A. Streets, roads and highways maintained by the Kentucky Transportation Cabinet Department of Highways shall be repaved in accordance with details shown on the attached Department of Highways Drawing No. TD 99-13, latest revision.

B. Concrete base slab shall be cleaned and tack coated, and asphalt paving shall be hot applied as previously described.

C. Payment for replacement of asphalt paving on state maintained streets and roads, where concrete base slab and asphalt surface are required, shall be per foot of pipeline covered, and shall include excavation, crushed rock or flowable fill backfill, base courses, concrete base slab, tack coat, and asphalt surfacing. Widths, depths, and other details and methods of application shall be as shown on attached drawing and as required by the Kentucky Transportation Cabinet Department of Highways.

D. The CONTRACTOR shall maintain the surface of all state highways and state maintained streets to grade during the entire guarantee period of the Contract.

3.06 CROSSWALK MARKINGS

A. Crosswalk marking shall meet the requirements Section 3B.18 of the Manual of Uniform Traffic Control Devices (MUTCD).

END OF SECTION

Attachment: Kentucky Department of Highways drawing No. TC 99-13.

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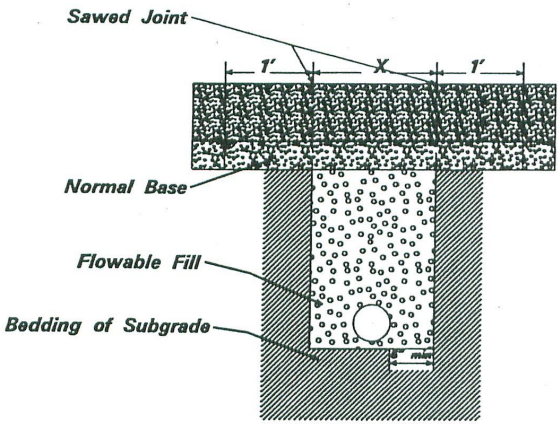
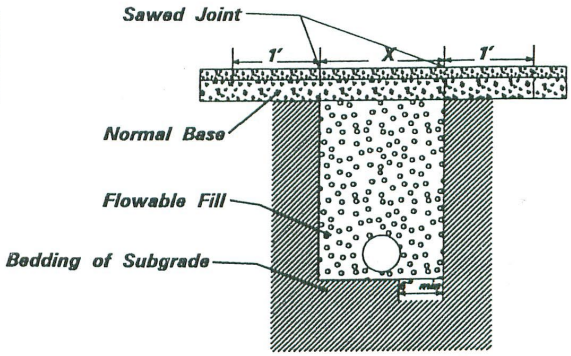
TC 99-13
8/08

COMMONWEALTH OF KENTUCKY
DEPARTMENT OF HIGHWAYS RESTORATION
District Seven Permits

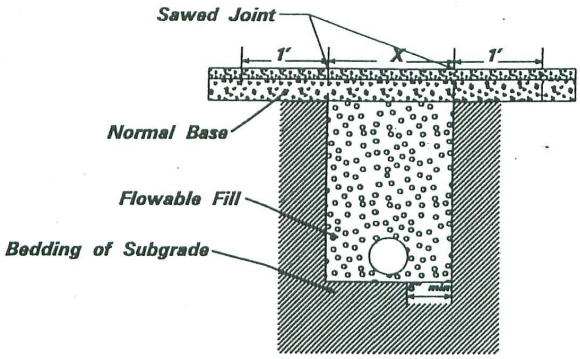


CONCRETE PAVING



BITUMINOUS PAVING

General Notes:
1. Fill extends to bottom of pavement structure.
2. Replace pavement with existing type and thickness.
3. Fill material must be agitated durring transportation and waiting.
4. If the sawed joints are less than 6' from an existing joint or break in pavement, remove slab to break or joint.



BITUMINOUS PAVING LESS THAN 2"

FLOWABLE FILL SPECIFICATIONS:

Flowable fill ingredients must meet the requirements of the Kentucky Department of Highways as set forth in the manual of standard specifications

Proportioned as follows per cubic yard batch:

Cement	30 Pounds
Fly Ash, Class F	300 Pounds
Sand (SSD)	3,000 Pounds
Water (max)	550 Pounds

Note:
1. The proposed mixture shall be proportioned to obtain a minimum flow of 8 inches when tested with a 3 inch by 6 inch open ended cylinder modified flow test and meets acceptable strength requirements.
2. The mixture shall bleed freely within 10 minutes.
3. The mixture shall suport a 150 pound person within 3 hours.
4. Flowable fill shall be in place for 2 hours prior to addition and compaction of cover material.

10/31/08

SECTION 02610

WATER MAIN PIPE

PART 1 GENERAL

1.01 SUMMARY

A. For Cover Pipe and Boring and/or Jacking see Section 02326.

B. All pipe, fittings, and jointing materials shall be of one manufacturer unless different types are shown on the Drawings or otherwise accepted by the ENGINEER.

1.02 SUBMITTALS

A. General

1. Prior to the shipment of any water and/or sewage force main piping to the project site, the CONTRACTOR shall submit to the ENGINEER a bill of materials, shop drawings, and descriptive literature for all piping, in the number of copies listed in Section 00700 of these Specifications.

B. Water Main Projects

1. Submit shop drawings for all piping.

2. Submit descriptive literature for all piping.

3. Submit testing and certifications for all piping.

PART 2 PRODUCTS

2.01 MATERIALS–WATER MAIN PIPE

A. Ductile Iron Pipe–Mechanical and Rubber Slip Joint Type

1. Pipe

a. General

(1) Ductile iron pipe shall be furnished for all piping 3 inches and over in size designated "DI" on Drawings and shall be designed in accordance with ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51 specifications and supplements thereto.

b. Design Conditions

(1) Pressure: Minimum 200 to 350 psi operating pressure, plus 100 psi water hammer allowance.

(2) Trench Loading: Laying Condition Type 3, depth of cover as shown on Drawings.

c. Metal Design Strength PSI (Minimum)

Tensile Strength	60,000
Yield Strength	42,000
Percent Elongation	10

d. Minimum Nominal Thickness

(1) Minimum design thicknesses for 200 through 350 psi operating pressures, depths of cover, trench loading and other conditions shall be per ANSI/AWWA C150/ A21.50 specifications.

e. Lengths

(1) Pipe may be furnished in 18 or 20 foot nominal laying lengths.

f. Marking

(1) The net weight, class or nominal thickness, and casting period shall be shown on each pipe. The manufacturer's mark, the year in which the pipe was produced, and the letters "DI" or "DUCTILE" shall be cast or stamped on the pipe.

g. Weighing

(1) Each pipe shall be weighed before application of lining or coating other than standard coating and the weight shown on the outside or inside of the bell or spigot end.

h. Spigot End of Pipe

(1) The spigot end of the pipe shall be free of blemishes and defects which, in the opinion of the ENGINEER, might be responsible for a poor fit with the rubber ring gasket and result in leakage.

2. Fittings

a. General

(1) Ductile iron mechanical joint, restrained joint and fittings shall conform to ANSI/AWWA C110/A21.10 Standard for Gray Iron and Ductile Iron Fittings – 3 inches through 48 inches. Mechanical joints and push on joints shall also conform in all respects to ANSI/AWWA C111/A21.11.

(2) Ductile iron compact fittings, meeting the requirements of ANSI/AWWA C153/A21.53, will also be accepted.

(3) Fittings shall be 350 psi pressure rating for sizes through 24 inches and shall be 250 psi rating for sizes above 24 inches unless a higher operating pressure is shown on the Drawings, and in such cases the fitting pressure rating shall be equal to or above the operating pressure. The pressure rating for all compact fittings shall be 350 psi.

(4) Fittings shall be ductile iron meeting the above requirements and shall be furnished complete with all joint accessories.

b. Lining and Coating

(1) All fittings shall be lined and coated the same as adjacent pipe.

3. Joints

a. General

(1) Pipe joints shall be mechanical joint, rubber ring slip joint or restrained joint as shown on the Drawings.

(2) All items used for jointing pipe shall be furnished with the pipe. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Copies of the instructions shall be delivered to the ENGINEER at start of construction in sufficient numbers that will permit the ENGINEER to retain 3 copies.

b. Mechanical Joints

(1) Mechanical joints are to be furnished according to ANSI/AWWA C111/A21.11. All pipe joints must be furnished complete with all accessories. Mechanical joint bolts and nuts shall be of alloy cast iron or alloy steel (Corten type such as U.S. Alloy) or equal. Rubber gaskets shall be made of plain first grade rubber, free of imperfections and porosity. Hardness shall be 75 X 5 durometer.

c. Rubber Ring Slip Joint (Push On)

(1) Rubber ring slip joint shall be equal to ANSI/AWWA C111/A21.11. The joints shall be of the following materials and assembled in the sequence outlined below:

(a) Rubber ring gasket compressed in groove in bell of pipe.

(b) Beveled spigot end of pipe for initial centering into rubber gasket in bell.

d. Restrained Joints

(1) For Pipe

(a) Restrained joint for push-on type bell with rubber O-ring shall meet the applicable requirements of ANSI/AWWA C 111/A21.11. The bell/spigot configuration for the restrained joint shall be such that restraint shall be provided for the joint based on a sustained pressure equal to the pressure class of the pipe.

(b) The restrained joint shall allow the same deflection as standard push-on joint pipe.

(c) Where field welding is required for restrained field cut pipe, the welder shall be properly instructed in the methods and materials for welding on ductile iron pipe.

(2) For Fittings

(a) Where restrained joint fittings are called for, the bell configuration for the fittings shall be the same as for the pipe.

(b) Where fittings with restrained joint bell configuration are not available, restrained materials for use with mechanical joint bell configurations shall be used as follows:

(i) Connect mechanical joint bell assemblies with stainless steel all-thread rods.

(ii) Install restraints glands on each side of the fitting. The restraining glands shall be “Meg-a-Lug,” as manufactured by EBAA Iron Sales, Inc., of Eastland Texas; “Grip Ring,” as manufactured by Romac Industries, Inc., of Seattle, Washington; or equal.

e. Special Gaskets

(1) Where a water main is located within a 200-foot radius of an underground storage tank (UST), special rubber gaskets shall be provided for the water main joints.

(2) These gaskets shall be manufactured of “nitrile rubber” material or other acceptable material possessing superior resistance to deterioration from petroleum based products.

(3) This requirement will apply to the gaskets supplied for mechanical joints, restrained joints, and push-on joints when located within the 200-foot radius of a UST.

(4) The cost of the special gasket shall be incorporated into the cost of the installed pipe.

4. Lining and Coating

a. Water Service

(1) All ductile iron pipe for water service shall have manufacturer's standard outside bituminous or asphaltic base coating and a cement lining and bituminous seal coat on the inside. Cement mortar lining and bituminous seal coat inside shall conform to ANSI/AWWA C104/A21.4.

b. Bitumastic Finish Coat

(1) Only a coal tar outside coating, or other compatible coating, shall be applied to pipe which is to receive a bitumastic finish coat.

B. Ductile Iron Pipe-Flanged, Grooved and Special Coupling

1. Pipe

a. Flanged Pipe

(1) Flanged pipe shall be made in accordance with ANSI/AWWA C115/A21.15 Specifications, and shall be thickness Class 53.

(2) Where plain ends of flanged and plain end pipe fit into mechanical joint bells, centrifugally cast pipe shall be used.

b. Grooved Pipe

(1) Where flanged ductile iron pipe is shown on the Drawings, grooved joint piping may be substituted where acceptable to the ENGINEER.

(2) Grooved joint piping shall conform to ANSI/AWWA Specification C 606.

2. Fittings

a. Flanged Pipe

(1) Flanged joint fittings shall conform to ANSI/AWWA C110/ A21.10 Standard for Gray Iron and Ductile Iron Fittings- 3-inch through 48-inch.

(2) Fittings shall be 250 psi pressure rating for all sizes unless a higher operating pressure is shown on the Drawings and in such cases the fitting pressure rating shall be equal to or above the operating pressure.

(3) Fittings shall be ductile iron meeting the above requirements and shall be furnished complete with all joint accessories.

3. Joints

a. General

(1) Pipe joints shall be as shown on the Drawings.

(2) All items used for jointing pipe shall be furnished with the pipe. The joints shall be made with tools and lubricant in strict conformity with the manufacturer's instructions. Copies of the instructions shall be delivered to the ENGINEER at start of construction in sufficient numbers that will permit the ENGINEER to retain 3 copies.

b. Flanged Pipe

(1) All ductile iron flanged pipe shall have flanges faced and drilled, 125 pound in accordance with ANSI/AWWA C110/ A21.10 unless otherwise specified.

(2) Flanges may be cast integrally with the pipe or they may be screwed on specially designed long hub flanges, refaced across both face of flange and end of pipe.

(3) Flanged joints are to be furnished according to ANSI/AWWA C115/A21.15 and shall be ductile iron only. Flanged joints shall have 1/8-inch rubber full face gaskets made especially for water pipe use. Bolts for ductile iron flanged pipe must be of standard sizes for pipe to be fitted, and must be black steel, machine bolts with heavy hexagon heads and nuts meeting ANSI B18.2.1 and ANSI B18.2.2, respectively. In unheated vaults, submerged and/or damp locations, bolts and nuts for ductile iron flanged pipe shall be stainless steel. Prior to stainless steel nuts being placed on stainless steel bolts, the bolt threads shall be coated with anti-seize.

(4) The American Toruseal Flange Gasket Manufactured by American Cast Iron Pipe Company is an acceptable alternate to the above described gasket.

c. Grooved Pipe

(1) Victaulic Style 31 couplings, or equal, with flush seal gaskets shall be used. Rigid cut grooves shall be used except where flexible couplings are shown on the Drawings. In such case, flexible cut grooves shall be substituted.

d. Special Coupling

(1) Flexible couplings for flanged pipe shall be a mechanical joint cast to a special flanged joint using a neoprene O-ring in place of the usual 1/16-inch rubber ring gasket. The mechanical bell and special flanged joint piece shall be of ductile iron (ANSI/AWWA C110/A21.10) with bolt circle, bolt size and spacing conforming to ANSI/AWWA C110/A21.10 specifications. Mechanical joint follower flange shall be of ductile iron ASTM A 536 or malleable iron ASTM A 47, Grade 35018 or 32510, with high strength/weight ratio design. Bolts shall be fine grained high tensile malleable iron with malleable iron hexagon nut. Stainless steel bolts and nuts shall be used in vaults and wet wells. Where pressures may exceed 20 psi, anchor studs shall be included with spigots of pipes connected drilled to receive ends of studs.

(2) At locations in flanged pipe where adaptors are not shown on the Drawings, the CONTRACTOR may, at his own cost and for flexibility of installation, use a coupling adapter after acceptance by the ENGINEER. In no event shall unrestrained mechanical joints or dresser type couplings be substituted for flanged joints.

4. Lining and Coating

a. Flanged Pipe

(1) Flanged pipe for water and wastewater service shall be cement lined and bituminous coated the same as written herein for ductile iron pipe, mechanical and rubber slip joint type.

b. Grooved Pipe

(1) Lining and coating shall be as specified for flanged pipe.

C. Polyvinyl Chloride (PVC) Pipe (AWWA)

1. Pipe

a. Distribution Mains

(1) This Specification covers 4-inch through 12-inch PVC pressure pipe made from Class 12454-B material as defined in ASTM D1784 and conforming with the outside diameter dimensions of ductile iron pipe and with wall thicknesses of DR series 14, 18 or 25.

(2) The pipe shall be manufactured to meet the requirements of ANSI/AWWA Specification C900 and these Specifications. It shall be furnished in the size and pressure class as shown on the Drawings, and in 20-foot lengths.

(3) The pipe shall have an integral bell end and gasket seal which is in compliance with the requirements of ASTM D 3139 and F 477.

b. Transmission and Distribution Mains

(1) This Specification covers 14-inch through 48-inch PVC pressure pipe made from Class 12454-B material, as defined in ASTM D1784, and conforming with the outside diameter dimensions of ductile iron pipe. Wall thicknesses shall conform to DR Series 14, 18, 21, 25 or 26 as shown on the Drawings.

(2) The pipe shall be manufactured to meet the requirements of ANSI/AWWA Specification C905 and these specifications. It shall be furnished in 20-foot lengths in the size and pressure class as shown on the Drawings.

(3) The pipe shall have an integral bell end and gasket seal which is in compliance with the requirements of ASTM D3139 and F477.

c. The marking of each piece shall include:

(1) Nominal size and O.D. base.

(2) PVC.

(3) Dimension ratio number.

(4) AWWA pressure class.

(5) AWWA standard designation number.

(6) Manufacturer's name or trademark and production record code.

(7) Seal (mark) of the testing agency that verified the suitability of the pipe material for potable water service.

2. Fittings and Couplings

a. Fittings for use with PVC pipe shall be ductile iron, slip-on or mechanical joint type.

b. If couplings are required, they shall be of the elastomeric-gasket type and shall conform with ANSI/AWWA C900.

D. Polyvinyl Chloride (PVC) Pipe (ASTM)

1. Pipe

a. This Specification covers rigid polyvinyl chloride pipe and fittings, hereinafter called PVC pipe and PVC fittings, for sizes 3/4-inch through 12-inch.

b. PVC pipe shall be extruded from Class 12454-B polyvinyl chloride material with a hydrostatic design stress of 2000 psi for water at 73.4 degrees Fahrenheit, designated as PVC 1120, meeting ASTM Specifications D 1784 for material. Three-fourths inch through 1-1/2 inch water service piping shall be PVC Schedule 40 as specified in ASTM D 1785. Two inch through 12-inch pipe for water and sewage force main service shall be SDR 21 for 200 psi allowable working pressure at 73.4 degrees Fahrenheit and a safety factor of 2.0, as specified in ASTM D 2241.

c. The pipe shall be homogeneous throughout and free from cracks, holes, foreign inclusions or other defects. The pipe shall be as uniform as commercially practical in color.

d. The workmanship, pipe dimensions and tolerances, outside diameters, wall thickness, eccentricity, sustained pressures, burst pressures, flattening, extrusion quality, marking and all other requirements of ASTM D 2241 shall be conformed with in all respects.

e. Pipe shall be furnished in 20-foot lengths. The pipe shall be plain end with bell on one end. Male ends of pipe must be beveled on the outside.

f. Pipe shall have a ring painted around the male end in such a manner as to allow field checking of setting depth of pipe in the socket. This requirement is made to assist construction superintendents and inspectors in visual inspection of pipe installation.

g. Pipe must be delivered to job site by means which will adequately support it, and not subject it to undue stresses. In particular, the load shall be so supported that the bottom rows of pipe are not damaged by crushing. Pipe shall be unloaded carefully and strung or stored as close to the final point of placement as is practical.

h. Pipe must not be exposed to the direct rays of the sun for an extended period of time. If pipe is not to be installed shortly after delivery to the job site, it must be stored in a shaded location.

2. Fittings

a. Ductile Iron

(1) Ductile iron mechanical joint or push-in type fittings with appropriate adapters may be used with exterior PVC pipe. All such fittings shall be approved by the pipe manufacturer, and complete data sent to the ENGINEER, including the manufacturer's approval, for review.

3. Joints

a. Exterior Buried Pipe - Slip Joint Type

(1) Exterior buried pipe shall be jointed with slip-type joints with rubber gaskets.

(2) Pipe with bell end shall have all parts of the bell, including the gasket groove, made from the same extruded piece, integral with the pipe, and shall be thickened to meet standard dimension ratios of wall thickness to outside diameter. The gasket groove shall be constructed such that gasket rollout will not occur. Rubber gasketing shall conform to ASTM D 3139.

b. Interior - Solvent Weld

(1) Interior pipe shall be jointed by solvent welds.

(2) Since PVC welding solvent is engineered and formulated to perform with a given joint design, all solvent must be purchased from the manufacturer of the pipe.

(3) The PVC welding solvent shall be compounded to conform with the socket fit and the weather conditions at the time of installation and be such as to assure minimum installation cost and a weld of maximum strength.

c. Couplings

(1) Couplings shall be of the same material as the pipe and may be of the molded, or extruded type. They shall have a beveled entrance to prevent the wiping off of the lubricant from the male end of the pipe.

(2) PVC couplings shall have a minimum rating of 200 psi for continuous operation at 73.4 degrees Fahrenheit.

(3) The couplings shall have a positive pipe stop that will automatically and accurately position the pipe ends within the couplings. The pipe stop shall also permit the thermal expansion or contraction of the pipe ends.

E. Polyethylene Pipe for Water Mains

1. Pipe

a. General

(1) Polyethylene pipe and fittings shall comply with the requirements of ASTM D 1248, D 1505, D 1693, D 1928, D 2657, D 3035, D 2837 and D 2321.

b. Resins

(1) Only virgin polyethylene resins classified as Type III, Category 5, Grade P34 per ASTM D 3035 with densities of 0.955 p/cc maximum and melt index of 0.15 g/10 minutes maximum shall be used in the process of making the pipe. The resin shall contain antioxidants and be stabilized with carbon black.

c. Design

(1) The pipe shall have a long-term strength rating of 1,600 psi or more and be resistant to environmental stress cracking per procedure C of ASTM D 1928 for not less than 200 hours. The maximum allowable deflection is 5 percent with the pipe installed in accordance with these Specifications, using backfill material at 130 pounds per cubic foot, H-20 live load plus 50 percent impact but no internal pressure. The live load and impact may be disregarded in the calculations for trench conditions with 8 feet or more cover. Operating pressures are shown on the Drawings. Hydrostatic loading shall be considered when the pipe is to be installed below a permanent water table or body of water.

d. Wall Thickness Calculations

(1) The pipe manufacturer shall furnish calculations to support the pipe wall thickness for these various conditions for the ENGINEER'S review/acceptance before the materials are sent to the job site.

e. Quality

(1) No cracks, holes, foreign material, blisters or other deleterious faults are permitted in the polyethylene pipe. It shall be homogeneous throughout including the heat fused joint. Polyethylene pipe will not be installed containing gouges or cuts that penetrate more than 10 percent of the wall thickness.

f. Water Stops

(1) The pipe manufacturer shall furnish a waterstop assembly for use with the pipe where the pipe passes through a structure wall so as to provide a watertight seal. The assembly shall be attached to the pipe with noncorroding materials.

g. Marking

(1) Each length of polyethylene pipe shall contain the manufacturer's brand name, pipe size and other data to enable an accurate tracing of the raw material source. Polyethylene pipe will not be installed containing gouges or cuts that penetrate more than 10 percent of the wall thickness.

2. Joints

a. Fusion

(1) Polyethylene pipe shall be joined by the heat fusion welding process. Welding equipment may be either gas fired or electric as the CONTRACTOR may select. The welding equipment must be capable of attaining the temperature recommended by the manufacturer for the particular polyethylene extrusion used on the project.

(2) The fusion equipment shall have hydraulic controls and gauges for monitoring fusion pressures. Also, an engine powered facing unit to trim the irregularities of the pipe ends shall be provided. The heated and thermostatically controlled plate shall contain a temperature gauge for monitoring the heat temperature throughout the fusion process.

b. Flange Adapters

(1) Threaded or solvent weld joints and connections are not permitted. Flange adapters as manufactured by the pipe supplier shall be used, butt-fused to the pipe and connected to other pipe material using a rubber gasket for sealing.

2.02 MATERIALS-SERVICE LINE PIPE

A. Copper Pipe and Fittings

1. Inside, Rigid with Solder Joint Connections

a. Small piping inside structures shall consist of standard copper tubing for water; Type "L" for general plumbing purposes. All fittings shall be "solder joint connection" cast or wrought bronze for water service for inside diameter of pipe sizes given. All stops, valves, hose bibbs, and unions shall be made with same joints or threaded iron pipe standard, and be of brass or copper. Use 95-5 tin-antimony solder for "solder joints."

b. Buried Copper Tubing with Compression Joints

(1) Small copper piping for buried service shall be of standard soft copper tubing for water service pipe, ASTM Specifications B 88, Type "K," with bronze fittings, stops, and valves having compression connections for flared copper tubing.

B. Polyethylene Pipe for Water Service

1. Pipe

a. Polyethylene flexible pipe (I.P.O.D. or PVC O.D.) for sizes 1/2-inch through 3-inch water service piping shall be PE 3408, Type III, Grade P34 Class C, DR-9, OD Based for 200 psi working pressure at 73.4 degrees Fahrenheit, meeting ASTM Specification D 1248 for material, D 3350 for cell classification and AWWA C901 Specification for pipe.

b. Polyethylene flexible pipe (copper pipe O.D.) for sizes 1/2-inch through 2-inch water service piping shall be PE 3408, Type III, Grade P34 Class C, DR, OD Based for 200 psi working pressure at 73.4 degrees Fahrenheit, meeting ASTM Specification D 1248 for material, D 3350 for cell classification and AWWA C901 Specification for pipe.

c. Pipe shall meet all applicable provisions of the Commercial Standards and shall bear the National Sanitation Foundation (NSF) seal of approval.

2. Fittings

a. Fittings shall be standard bronze fittings as specified for copper tubing in this Section of these Specifications.

2.03 SERVICE CONNECTIONS

A. General

1. All service connections shall be made by means of tees, factory tapped couplings, or bronze service clamps manufactured specifically for use with the pipe upon which it is to be installed. Whenever possible, corporation stops shall be placed in the service connection prior to conducting hydrostatic tests on the mains.

B. Service Clamps

1. Service clamps for use on ductile iron mains shall be bronze, double strap, Mueller BR 2 B Series, Ford, or equal.

2. Service clamps for use on PVC and polyethylene pipe shall be bronze, wide strap, 2 piece for 2-inch through 8-inch mains, Mueller H-01300 Series, Ford, or equal. For 10-inch and 12-inch mains, use Mueller 3-piece, H-13000 Series, Ford, or equal.

3. The use of Dresser Style 294 plastic saddles will also be permitted for use on PVC or polyethylene mains.

2.04 WALL AND FLOOR SLEEVES WITH RUBBER MECHANICAL SEAL FOR CARRIER PIPE SIZES 2 INCHES THROUGH 48 INCHES

A. General

1. Sleeves shall be required for 2-inch through 48-inch carrier pipes penetrating poured concrete walls and floor slabs. The use of sleeves will require the use of a rubber link, mechanical type seal assembly around the carrier pipe.

2. The CONTRACTOR shall determine the required inside diameter of each individual wall opening or sleeve before ordering, fabricating or installing. The inside diameter of each wall or floor sleeve shall be sized as recommended by the closure assembly manufacturer to fit the carrier pipe, and seal to assure a watertight joint. The CONTRACTOR shall follow the manufacturer's instructions for installing and tightening the seal to provide a watertight pipe penetration.

B. Description

1. The pipe closure assembly shall consist of a heavy wall welded or seamless steel pipe with 4 inches larger than sleeve O.D. continuous water stop plate, modular mechanical type interlocking synthetic rubber links shaped to continuously fill the annular space between the carrier

pipe and wall or floor opening sleeve. Links shall be loosely assembled with stainless steel bolts to form a continuous sealing element of EPDM rubber belt around the carrier pipe with glass reinforced nylon plastic pressure plate under each bolt head and nut. Tightening of the bolts shall cause the sealing element to expand and provide absolute watertight seal between the carrier pipe and wall or floor sleeve. The entire closure assembly shall be tagged for location to match the nomenclature on the Drawings.

2. The sleeve shall be factory primed per Paint Specifications, Section 09900.

C. Manufacturers

1. Thunderline Corporation, Link-Seal Century Line Model CS-100, Model LS, FS, and WS. All models used shall be for Type S corrosive service, or equal.

2.05 SOURCE QUALITY CONTROL

A. Ductile Iron Pipe (Mechanical Joint and Rubber Slip Joint Type)

1. Hydrostatic and physical properties acceptance tests shall be in accordance with ANSI/AWWA Specification C151/A21.51 for ductile iron pipe centrifugally cast in metal molds or sand lined molds for water or other liquids.

2. The ENGINEER shall be provided with sufficient copies of each of the tests for each Contract to permit the ENGINEER to retain 3 copies.

3. All items used for jointing pipe shall be tested before shipment.

B. Polyvinyl Chloride (PVC) Pipe (AWWA)

1. The manufacturer shall furnish an affidavit that all delivered materials comply with the requirements of this Specification.

2. Each length of pipe shall be proof tested at four times its rated class pressure.

C. Polyvinyl Chloride (PVC) Pipe (ASTM)

1. Samples of pipe and physical and chemical data sheets shall be submitted to the ENGINEER for review and acceptance before pipe is delivered to job.

2. Samples of solvents and the recommended instruction for their use must be submitted for the ENGINEER'S review and acceptance before delivery of solvent to the job.

D. Polyethylene Pipe for Water Mains

1. Results of tests on the raw materials and the polyethylene pipe in accordance with ASTM standards and the Plastic Pipe Institute shall be furnished along with catalogs and other descriptive literature in the number of copies required by the listing in Section 00700 before the materials are sent to the job site.

PART 3 EXECUTION

3.01 TRENCH EXCAVATION–WATER MAINS

A. General

1. Trenching shall include all clearing and grubbing, including all weeds, briars, trees and stumps encountered in the trenching, regardless of size. The CONTRACTOR shall dispose of any such material by burning, burial or hauling away or as noted on the Drawings, at no extra cost to the OWNER. Ornamental shrubs, hedges and small trees (3 inches in diameter or less) shall be removed, protected and replanted, at no extra cost to the OWNER.

2. Trenching also includes such items as railroad, street, road, sidewalk, pipe and small creek crossings; cutting, moving or repairing damage to fences, poles or gates and other surface structures, regardless of whether shown on the Drawings. The CONTRACTOR shall protect existing facilities against danger or damage while pipeline is being constructed and backfilled or from damage due to settlement of the backfill.

3. Materials encountered in excavation will be divided into 2 classes only: solid rock excavation and other materials. Solid rock excavation is defined as material requiring the use of specialty equipment for removal, such as “hoe ramming,” or the use of explosive materials for breakage prior to removal. Other materials shall include earth, loose rock, street or road surfacing and base concrete, and boulders less than 1/3 cubic yard in one piece.

4. In case of “unclassified excavation,” as designated in the Drawings and/or Specifications, the price bid shall include earth, solid rock, roots, street or road surfacing and base concrete and boulders.

5. In case of “classified excavation,” as designated in the Drawings and/or Specifications, the CONTRACTOR will be paid an additional cost for the removal of solid rock over that bid for other materials.

6. All excavation shall be open trench, except where the Drawings call for tunneling, boring or jacking under structures, railroads, sidewalks, roads or highways.

B. Trees and Shrubs

1. Where pipelines run through wooded terrain, cutting of trees within limits of maximum permissible trench widths, as set forth in this article, will be permitted. However, cutting of additional trees on sides of trench to accommodate operating of trenching machine will not be permitted. The CONTRACTOR shall obtain specific permission of the OWNER before cutting any tree larger than 4 inches in diameter.

C. Highways, Streets and Railroads

1. Construction equipment injurious to paving encountered shall not be used. Curbs, sidewalks, and other structures shall be protected by the CONTRACTOR from damage by his construction equipment.

2. Where trenching is cut through paving which does not crumble on edges, trench edge shall be cut to at least 2 inches deep to straight and neat edges, before excavation is started, and care taken to preserve the edge to facilitate neat repaving.

3. The CONTRACTOR shall so coordinate his work as to produce a minimum of interference with normal traffic on highways and streets. He may, with the approval of the governing agency, close a street to traffic for such length of time considered necessary, provided persons occupying property abutting the street have an alternate route of access to the property which is suitable for their needs during the time of closure. It shall be the responsibility of the CONTRACTOR to give 24 hours advance notice to fire and police departments and to occupants of a street which will be closed, in a manner approved by the governing body.

4. The CONTRACTOR shall maintain road crossings in a passable condition for traffic until the final acceptance of the work, being paid only by unit price for crushed rock used, within limitations as hereinafter specified.

5. The amount of crushed stone placed shall be paid for at the unit price per ton up to the maximum limits of 225 pounds per linear foot of trench over which it is placed for pipe sizes through 16 inches, 300 pounds per linear foot for pipe sizes 18 inches through 24 inches and 400 pounds per linear foot for sizes 27 inches through 48 inches. The ENGINEER shall have control of thickness and width to be placed and paid for, and may order changes in depth and width as conditions dictate. No payment will be made for crushed rock surfacing required as a result of unnecessarily wide trenches, omission of sheeting and shoring, or damage by the CONTRACTOR'S equipment, or for maintenance of surface level.

6. Railroad and Highway Department requirements in regard to trenching, tunneling, boring and jacking shall take precedence over the foregoing general specifications and the tunneling and boring or jacking specifications, where they are involved. Where work is within railroad right-of-way, Railroad Protective Insurance shall be carried by the CONTRACTOR in the amounts required by the Railroad Company.

7. The insurance policy shall name the railroad as the insured and the original policy shall be delivered to the railroad after submitting same to the OWNER for review. The cost of flagmen required by the railroad and highway departments and railroad inspectors shall be paid by the CONTRACTOR.

8. Uneven surfaces or humps in the ground encountered and high driveways and road crossings shall be dug through to such depth that pipe may be laid to a reasonably even grade and have minimum cover at the low places. Such places requiring extra depths shall be included in the bid and no extra payment will be made for such extra depths required, which are evident from an examination of the ground before bidding, as required for 1 foot cover over valve nuts, or are indicated on the Drawings.

D. Existing Utilities

1. The CONTRACTOR shall determine, as far as possible in advance, the location of all existing sewer, culvert, drain, water, electric, telephone conduits, and gas pipes, and other subsurface structures and avoid disturbing same in opening his trenches. In case of sewer, water and gas services and other facilities easily damaged by machine trenching, same shall be uncovered without damage ahead of trenching machine and left intact or removed without permanent damage ahead of trenching and restored immediately after trenching machine has passed, without extra cost to the OWNER. The CONTRACTOR shall protect such existing facilities, including power and telephone poles and guy wires, against danger or damage while pipeline is being constructed and backfilled, or from damage due to settlement of his backfill. It shall be the responsibility of the CONTRACTOR to inform the customers of utilities of disruption of any utility service as soon as it is known that it has been or will be cut off.

2. The CONTRACTOR shall, at all times during trenching operations, carry a stock of pipe and fittings likely to be needed for replacement of pipelines to facilitate immediate repair.

E. Pipelines in Same Trench

1. Pipelines, force mains, and sewers laid in same trench shall, in all cases, be bedded on original earth, or other specified bedding materials, regardless of divergence in their elevations, unless otherwise specified. They shall never be laid in unsupporting backfill or one above the other. The CONTRACTOR shall receive full trenching and backfilling unit prices for each pipeline, force main, and sewer so laid, the same as if laid in widely separated trenches.

F. Location of Proposed Pipelines

1. The location of pipelines and their appurtenances as shown are those intended for the final construction. However, conditions may present

themselves before construction on any line is started that would indicate desirable changes in location. Also, development of property traversed may require location changes. In such cases, the OWNER reserves the right to make reasonable changes in line and structure locations without extra cost, except as may be determined by the application of the unit prices bid to the quantities actually involved. The OWNER is under no obligation to locate pipelines so that they may be excavated by machine.

G. Trench Requirements

1. All trenches must be dug neatly to lines and grades.

2. The opening of more than 500 feet of trench ahead of pipe laying and more than 500 feet of open ditch left behind pipe laying, before backfilling, will not be permitted, except upon written consent of the OWNER. No trench shall be left open or work stopped on same for a considerable length of time. In case of objectionable delay trench shall be refilled according to backfill specifications.

3. Where subgrade of trench has insufficient stability to support the pipeline and hold it to its original grade, the ENGINEER may order stabilization by various means. Exclusive of dewatering normally required for construction and instability caused by neglect of the CONTRACTOR, it shall be paid for at unit prices set up in the Contract, such as extra excavation, crushed rock for pipe bedding, concrete cradle or piling.

4. Excavation for pipe laying must be made of sufficient width to allow for proper jointing and alignment of the pipe, but not greater than the maximums permitted in the following table:

MAXIMUM TRENCH WIDTH AT TOP OF PIPE

Nominal Pipe Size (Ins.)	Trench Width (Ins.)	Nominal Pipe Size (Ins.)	Trench Width (Ins.)
4	28	20	44
6	30	24	48
8	32	30	54
10	34	36	60
12	36	42	66
14	38	48	72
16	40	54	78
18	42		

5. Trenches in earth or rock shall be dug as shown on the Drawings and be sufficiently deep to insure a 30 inch or 36 inch minimum cover over water lines and force mains, as noted on the Drawings. Depths of trenching shall also be adequate for at least 1 foot minimum cover over valve nuts. In order to eliminate the necessity for digging bell holes into the trench subgrade by hand and to insure an earth cushion under the pipe for

uniform bearing, trench depth shall be the cover requirement plus outside diameter of barrel of pipe plus the required bedding cushion. The cushion construction requirement shall also apply to tunnels.

6. Wherever it is deemed necessary by the ENGINEER to lay the pipes to an extra depth exceeding the depths required by the Drawings and Specifications and not apparent from unevenness of ground, the CONTRACTOR will be paid for such excavation under extra excavation in earth at the price bid per cubic yard, computed on the basis of maximum trench widths in the preceding table. In unclassified excavation contracts the same width limitations will apply.

7. Trench line stations and locations of accessories will be set ahead of the trenching. These will be set at least each 100 feet of pipeline. Trenches must be dug true to alignment of stakes. Alignment of trenches or pipes in trench must not be changed to pass around obstacles such as poles, fences and other evident obstructions without the permission of the ENGINEER. Lines will be laid out to avoid obstacles as far as possible, contingent with maintenance of alignment necessary to finding pipeline in the future and avoiding obstruction to future utilities.

H. Damage to Existing Structures

1. Hand trenching is required, at no extra payment, where undue damage would be caused to existing structures and facilities by machine trenching.

2. In case of damage to any existing structures, repair and restoration shall be made at once and backfill shall not be replaced until this is done. In all cases, restoration and repair shall be such that the damaged structure will be in as good condition and serve its purpose as completely as before, and such restoration and repair shall be done without extra charge, except as set forth under the applicable provisions of the General and Special Conditions. Where there is the possibility of damage to existing utility lines by trenching machine, the CONTRACTOR shall make hand search excavation ahead of machine trenching, to uncover same, at no extra cost to the OWNER.

I. Excavation Unclassified

1. Excavation for pipelines shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for furnishing, trenching, laying and backfilling the pipe.

2. Excavation for structures such as manholes, pump stations, and vaults is likewise unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S lump sum or unit price bid, as the case may be.

J. Dewatering of Trenches

1. Dewatering of trenches shall be considered a part of trenching, at no extra cost to the OWNER. Dewatering of trenches shall include groundwater and storm or sanitary sewage. Suitable pumping and other dewatering equipment is to be provided by the CONTRACTOR, to insure the installation of the pipeline structure in a dewatered trench and under the proper conditions. Dewatering shall include all practical means available for prevention of surface runoff into trenches and scouring against newly laid pipe.

2. Piles of excavated materials shall be trenched or temporarily piped to prevent, as far as practical, blockage of drainage ditches and gutters, and water carriage of excavated materials over street and highway surfaces.

3.02 LAYING WATER MAINS

A. General

1. Inspection of Materials

a. All pipe, fittings and accessories shall be subject to an inspection by the OWNER at the job site. Any damaged materials shall be repaired or replaced to the satisfaction of the OWNER. Should repairs to the piping materials be necessary, then same shall be made in the presence of the ENGINEER using proven methods prescribed by the pipe manufacturer.

b. The OWNER'S inspection of materials shall in no way relieve the CONTRACTOR of his responsibility.

2. Laying Requirements

a. Water and sewage force main pipe shall be laid to lines, cover or grades shown on the Drawings.

b. Pipes must be swabbed out before lowering into trench. In the case of pipelines 4 inch through 20 inch, a swab must also be dragged through the pipe after it is in place. Larger size pipe shall be visually inspected for cleanliness and proper jointing.

c. The points insisted upon in the laying of pipe will be: Proper alignment, evenness of width and depth of joints, perfection in jointing, and care of the pipe in handling.

d. Precautions must be taken to prevent flotation of the pipe should water enter the trench prior to putting the pipeline into operation.

e. In wet, yielding and mucky locations where pipe is in danger of sinking below grade or floating out of grade or alignment, or where the backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the

backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. If crushed rock fill beneath the pipe is necessary for stability, it will be paid for at the unit price bid per ton of such material in place except in cases where instability is caused by neglect of the CONTRACTOR.

f. Whenever pipe laying is stopped, the end of the pipe shall be securely plugged with the manufacturer's standard plug held in place by bracing and/or blocking.

g. Elbows, plugs, dead end valves, and tees shall be firmly blocked, as shown on the Drawings, to prevent internal pressure from springing the pipe from the intended alignment, with permanent materials solidly placed without covering pipe joints. Restrained type pipe joints may be substituted for thrust blocks with the ENGINEER'S permission. Pipe shall be free of all structures, other than manholes, vaults or planned entries into other structures.

h. No pipe shall be laid resting on solid rock, blocking or other unyielding objects. Jointing before placing in the trench and subsequent lowering of more than one section jointed together may be allowed, subject to the ENGINEER'S permission.

i. For PVC and polyethylene pipe, there shall be installed with the pipe #12 AWG insulated wire for the entire length of the pipeline. The wire shall be installed on top of the 12-inch initial backfill and weighted at locations along the wire sufficient to prevent dislodgement during the backfilling process. The wire shall be accessible at valve boxes or at locater stations along the route of the pipeline, as shown on the Drawings.

j. Concrete line markers shall be installed at property lines or at bends in the pipeline. Markers may be long markers or short markers as shown on the Drawings or as called for in these Specifications.

k. Fiberglass line markers shall be installed at valve locations or at locations as shown on the Drawings. Fiberglass markers shall be Carsonite Utility Marker, Style No. 375, or approved equal. Markers shall be equipped with the OWNER’S standard logo.

3. Installing Water Pipe in Cover Pipe

a. Installation of water pipe in cover pipe is covered in Section 02326 of these specifications.

B. Laying Ductile Iron Pipe

1. Bedding and Backfilling

a. The laying condition shall be Type 3 specified in ANSI/AWWA C600. The pipe shall be bedded in 4 inches minimum loose soil

and the hand placed loose soil backfill lightly consolidated to the top of the pipe. "Loose soil" or "select material" is defined as native soil excavated from the trench, free of rocks, foreign materials and frozen earth.

b. The selected material shall be hand placed to a point 12 inches above the barrel of the pipe. After the specified backfill is hand placed, rock may be used in machine placed backfill in pieces no larger than 8 inches in any dimension and to an extent not greater than 1/2 the volume of the backfill materials used.

c. The top 12 inches of backfill shall contain no rock over 1-1/2 inches in diameter nor pockets of crushed rock.

d. Larger rock fill will be allowed in wide trenches where side slopes are low enough to prevent rock from dropping over pipeline. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously, in order that all voids be filled with earth.

e. If select material is not available from the trench excavation, or if the CONTRACTOR so desires, he may use crushed stone bedding and backfill to the top of the pipe at no extra cost to the OWNER.

f. Sufficient space, limited to a maximum of 2 feet length, shall be left out of the specified earth or crushed stone bedding to facilitate proper jointing of the pipe.

2. Installation of Pipe

a. Ductile iron pipe shall first be thoroughly cleaned at joints, then joined according to instructions and with tools recommended by the pipe manufacturer. Sufficient copies of the manufacturer's installation instructions shall be furnished the ENGINEER to permit the ENGINEER to retain 3 copies. One copy shall be available at all times at the site of the work.

b. All pipes must be forced and held together or "homed" at the joints before bolting. Pipe must be aligned as each joint is placed, so as to present as nearly true, straight lines and grades as practical, and all curves and changes in grades must be laid in such manner that 1/2 of the maximum allowable deflection shown in the pipe manufacturer's catalog is not exceeded.

c. Concrete blocking of fittings shall be as specified hereinafter in this Specification Section 02610.

d. Cutting of pipe may be done by special pipe cutters as the CONTRACTOR may elect, but the CONTRACTOR will be held responsible for breakage or damage caused by careless cutting or handling. Cut edges of the pipe shall be made smooth and a bevel

formed on the exterior of the pipe barrel when using rubber gasket type pipe.

C. Laying Copper Pipe and Fittings

1. Bedding and Backfilling

a. The pipe shall be bedded in 4 inches minimum of loose soil and the hand placed backfill lightly consolidated to a depth of 12 inches above the top of the pipe. "Loose soil" or "select material" is defined as native soil excavated from the trench, free of rocks, foreign materials and frozen earth. The machine placed backfill may contain rock no larger than 8 inches in any dimension and to an extent no greater than half the volume of backfill materials used. The top 12 inches of backfill shall contain no rocks over 1-1/2 inches in diameter nor pockets of crushed rock.

2. Installing Copper Pipe and Fittings

a. Exterior copper pipe shall be laid of type K pipe, with brass compression fittings. Joints shall be neatly reamed and flared and joints drawn up firmly. Pipe shall have at least 30 inch cover. Joints shall be tested and all leakage stopped before backfilling the pipe trench.

b. Interior copper pipe shall be installed of Type L pipe, with sweat joint fittings. Pipe shall be tested and all leaks stopped before the system will be accepted. The pipe shall be free of dents and bends. The sweat joints shall present a neat appearance. All pipe shall be parallel to walls and floors with unions on all runs and branches. The pipe shall be secured to the walls and ceilings by clamps and hangers manufactured for the purpose. Strap hangers are not acceptable. Unions and valves shall be placed on each outlet to facilitate dismantling and shutting off.

c. All copper pipe shall be installed by experienced workmen.

D. Installation of Flanged or Threaded Pipe and Fittings (Interior)

1. Installation - General

a. The CONTRACTOR shall thoroughly clean the pipe and fittings before starting erection. All scale, rust and dirt shall be removed by power brushing and/or solvent cleaning.

b. The erection of piping requires that it progress from the equipment it is connected to, after the equipment has been accurately leveled and aligned, without putting a strain on same. The pipe shall be erected in a workmanlike manner with runs in the true horizontal or vertical plane or as shown on the Drawings.

c. The piping shall be supported by standard pipe hangers or piers rather than by the equipment. The pipe shall be free of all openings in walls and slabs when the final position of the piping is attained and before sealing the annular space about the pipe.

2. Flanged Joint Connection

a. All flanged type connections shall be made using an acceptable gasket and bolts. The bolts shall be tightened evenly to compress the gasket. Care is to be taken not to distort the flanges and/or piping by overtightening the bolts. Final tightening of bolts shall be done with a properly adjusted torque wrench.

3. Threaded Joint Connection

a. All threads shall be full, complete and made with sharp dies. The ends of the pipe shall be reamed to remove all burrs and all threads must be free of rust and other foreign matter at the time the joint compound is applied. Joint thread compounds must be acceptable to the ENGINEER before use.

b. Pipe threads shall be tapered and in accordance with API Standard 5B. Not more than 3 threads at each joint may be exposed after the connection is made.

c. Unions shall be included to allow for proper assembly and disassembly of each run of pipe. Provide a union on each run of pipe connecting to threaded valves, devices and equipment.

4. Interface with Other Products

a. When a pipe transitions from ductile iron to pipe of another material, a transition fitting shall be used. The transition material shall be a dielectric material or insulator. For pressure applications above 20 psi the transition fitting shall be a Straub pipe joint, a Dresser type coupling, or equal. For low pressure or gravity applications, the transition fitting shall be a Straub pipe joint, a Dresser type coupling, a Fernco fitting, or equal. All transition couplings shall be approved by the ENGINEER prior to installation.

E. Laying Plastic Pipe

1. Bedding and Backfill - General

a. The pipe shall be bedded in 4 inches minimum depth (for pipe sizes through 16 inches) of crushed rock meeting the requirements of Class I material as specified in ASTM D 2321, except the gradation shall be Kentucky Department of Highways standard size No. 9. For pipe sizes greater than 16 inches in diameter, the pipe bedding shall be a minimum depth of one-fourth the pipe diameter and be of the material and gradation specified previously.

b. Similar material shall be used for haunching up to the spring line of the pipe and it shall be worked under the haunch of the pipe to provide adequate side support. The crushed rock meeting the requirements of Class I (ASTM D 2321) shall then be hand placed to a point 12 inches above the top of the pipe. The remaining backfill, except for the top 12 inches which shall contain no rock over 1-1/2 inch diameter nor pockets of crushed rock, may be excavated material containing no rock over 8 inches in any dimension. Larger rock will be allowed in wide trenches where side slopes are low enough to prevent rock from dropping over pipeline. If additional earth is required, it must be obtained and placed by the CONTRACTOR. Filling with rock and earth shall proceed simultaneously, in order that all voids may be filled with earth.

c. Sufficient space, limited to a maximum of 2 feet length, shall be left out of the bedding to facilitate proper jointing of the pipe.

d. No pipe shall be laid resting on solid rock, blocking, or other unyielding objects. Jointing before placing in the trench and subsequent lowering of more than one section may be allowed subject to the ENGINEER'S permission.

2. Installation of Polyvinyl Chloride (PVC) Pressure Pipe

a. Prior to laying, all PVC pipe shall be stored in a shaded place for protection from the direct rays of the sun. Pipe shall be distributed from storage as the work progresses as permitted by the ENGINEER.

b. The pipe, fittings, and valves shall be placed in the trench with care. Under no circumstances shall pipe or other materials be dropped or dumped into the trench. The pipe shall not be dragged in a manner which would cause scratching of the pipe surface. An excessive amount of scratching on the surface of the pipe will be considered cause for rejection.

c. Sufficient copies of the pipe manufacturer's instructions for installing the pipe and accessories shall be furnished the ENGINEER by the CONTRACTOR to permit the ENGINEER to retain 3 copies. A copy is to be available at the job site at all times.

d. Concrete blocking of fittings, as hereinafter specified, shall be required for PVC pipe with slip joints and rubber gaskets.

e. All dirt, dust and moisture shall be removed from the bell and spigot ends of pipes to be jointed. Insert gasket in bell. Apply the lubricant to spigot and gasket being careful to keep both ends free of dirt. The joint shall be homed to stop mark on spigot end of pipe. All jointing shall be done in accordance with pipe manufacturer's recommendations.

f. All cutting of the pipe shall be done in a neat and workmanlike manner with the least amount of waste of pipe involved and without damage to existing or new lines. A fine tooth saw, tubing cutter or similar tool can be used to cut the pipe. Cut must be square and ragged edges removed with a cutting tool and/or file. A bevel or taper on the exterior of each spigot is required.

3. Installation of Polyethylene Pressure Pipe

a. Polyethylene pipe for water lines shall be joined using tools and equipment specifically manufactured for use with polyethylene pipe. Heat fusion temperature, heating time and cooling time shall be per the pipe manufacturer's requirements. Pouring of water on completed joints to speed cooling will not be allowed.

b. The pipe shall be snaked into the trench, employing the natural snaking tendency of the pipe. All short radius bends shall be made with fittings rather than bending the pipe. The pipe will be rejected if it contains kinks and gouges or gouges/cuts penetrating to a depth of 10 percent of the wall thickness.

c. Sufficient copies of the pipe manufacturer's instructions for installing the pipe and accessories shall be furnished the ENGINEER by the CONTRACTOR to permit the ENGINEER to retain 3 copies. A copy is to be available at the job site at all time.

d. Because of the high coefficient of expansion of polyethylene, the pipe shall not be attached to rigid structures at the ends until at least 48 hours have elapsed after backfilling and the pipe temperature has had an opportunity to stabilize.

4. Installing Polyethylene Pipe for Water Service

a. The pipe shall be bedded in 4 inches minimum of loose soil and the hand placed backfill lightly consolidated to a depth of 12 inches above the top of the pipe. "Loose soil" or "select material" is defined as native soil excavated from the trench, free of rocks, foreign materials and frozen earth. The machine placed backfill may contain rock no larger than 8 inches in any dimension and to an extent no greater than half the volume of backfill materials used. The top 12 inches of backfill shall contain no rocks over 1-1/2 inches in diameter nor pockets of crushed rock.

b. Polyethylene pipe for water services shall have the same outside diameter as copper tubing and shall be compatible for flared compression fittings. The joints to brass fittings shall be made by cutting the pipe with a tube cutter, keeping it clean and square, thence flaring the pipe and completing the joining in accordance with the manufacturer's instructions (a copy of the instructions shall be at the job site at all times). All joints shall be tested and all leakage stopped before backfilling the pipe trench.

c. The pipe shall be snaked into the trench, employing the natural snaking tendency of the pipe. All short radius bends shall be made with fittings rather than with the pipe alone. The pipe shall be bent to a radius of not less than 12 inches.

d. The pipe will be rejected if it contains kinks and gouges.

F. Installation of Water Service Accessories

1. Water Service Meters

a. Water service meters and accessories shall be installed as shown on the Drawings, with meter box centered over the meter.

b. The location of water service connections will be determined in the field, as the work progresses, thereby necessitating the use of pipe saddles and the appropriate tapping equipment. Earth backfill shall be thoroughly tamped around meter boxes to prevent subsequent movement.

2. Air Valves and Corporation Stops

a. The location of air valve assemblies, while being noted on the Drawings, could possibly be shifted in actual construction. For this reason, the same statements relative to the methods of installation of meters and water service connections apply to the installation of air valve assemblies. Air valve assembly boxes shall be installed in the same manner as water meter boxes except that the box will be located slightly off center of the air valve, in order to give better access to the stopcock between the valve and water main.

b. Corporation stops, as shown on the Drawings, are required between the water main and the meter, and between the main and the air valve assembly.

G. Installation of Fire Hydrants

1. Fire hydrants shall be installed in the general location as shown on the Drawings. Exact location shall be determined in the field. Hydrants shall be set such that the lowest nozzle shall be high enough above the ground to allow the uninhibited 360 degree swing of a 15-inch hydrant wrench.

2. Hydrant drainage pits shall be excavated below the hydrant to the depth shown on the Drawings. Crushed stone drainage media shall be of the size shown on the Drawings. Hydrant shall be set vertical and anchored as hereinafter specified.

3. Hydrants installed on this project shall be anchored to prevent the hydrant from blowing off the feeder line when suddenly opened or closed. Likewise, the hydrant pilot valve shall be anchored to prevent

blowoff when the hydrant is removed. The CONTRACTOR shall anchor the hydrant and pilot valve utilizing one of the following procedures:

a. Where the hydrant is located immediately adjacent to the water main, install all thread rods from the main line branch tee to the valve inlet and from the valve outlet to the mechanical joint of the hydrant inlet piece.

b. Provide locked mechanical joint and/or restrained joint piping from the main to the hydrant including the main line tee.

c. Use method a or b from the water main to the pilot valve and provide a concrete thrust block on the hydrant.

d. Method b may not be used when the hydrant feed line is PVC pipe.

4. The additional cost of providing all-thread rods, locked mechanical joint pipe and fittings, restrained joint pipe and fittings, and/or the concrete thrust block at the hydrant shall be included in the CONTRACTOR'S unit price bid for the hydrant.

H. Blocking of Pipe at Bends and Ends

1. Horizontal Bends

a. Concrete backing and/or blocking required at bends in the horizontal plane shall be accomplished per detail on the Drawings. The square footage of blocking area shall be obtained from Tables "A" and "B" through the following procedure:

Step No. 1 - From Table "A," select type soil and bearing area factor for particular fitting to be blocked.

Step No. 2 - From Table "B," select multiplier to be used for the size pipe being blocked and its test pressure.

Step No. 3 - Calculate actual bearing area required by multiplying bearing area factor from Table "A" by multiplier from Table "B" (e.g. - 16 inch tee with 250 psi test pressure in sandy clay - 9.42 x 1.78 = 16.7 S.F. of bearing area required). Bearing area shall in no case be less than the minimum shown in Table "B."

TABLE "A"

Type Soil	Soil Bearing Pressure (PSF)	Bearing Area Factor for Degree of Bend (Square Feet) 90˚	Plug/Tee	45˚	22 1/2˚	11 1/4˚
Sandy Clay	3,000	13.33	9.42	7.21	3.68	1.85
Hard Clay	6,000	6.66	4.71	3.61	1.84	0.92
Shale	12,000	3.33	2.36	1.80	0.92	0.46
Solid Rock	16,000	2.50	1.77	1.35	0.69	0.35

TABLE "B"

Pipe Dia. (In.)	Min. Bearing Area (S.F.)	Multiplier for Pipe Test Pressure (TP) (TP) 350 psi	(TP) 300 psi	(TP) 250 psi	(TP) 200 psi	(TP) 150 psi	(TP) 100 psi	(TP) 50 psi
4	1.0	0.16	0.13	0.11	0.09	0.07	0.04	0.02
6	1.0	0.35	0.30	0.25	0.20	0.15	0.10	0.05
8	1.0	0.62	0.53	0.44	0.36	0.27	0.18	0.09
10	1.0	0.97	0.83	0.69	0.56	0.42	0.28	0.14
12	1.3	1.40	1.20	1.00	0.80	0.60	0.40	0.20
14	1.5	1.91	1.63	1.36	1.09	0.82	0.54	0.27
16	1.8	2.49	2.13	1.78	1.42	1.07	0.71	0.36
18	2.3	3.15	2.70	2.25	1.80	1.35	0.90	0.45
20	2.5	3.89	3.33	2.78	2.22	1.67	1.11	0.56
24	3.6	5.60	4.80	4.00	3.20	2.40	1.60	0.80
30	5.2	8.75	7.50	6.25	5.00	3.75	2.50	1.25
36	7.0	12.60	10.80	9.00	7.20	5.40	3.60	1.80
42	9.1	17.15	14.70	12.25	9.80	7.35	4.90	2.45
48	11.4	22.40	19.20	16.00	12.80	9.60	6.40	3.20
54	13.5	28.35	24.30	20.25	16.20	12.15	8.10	4.05
60	16.0	35.00	30.00	25.00	20.00	15.00	10.00	5.00

b. Consideration will be given to the use of restrained type mechanical joint pipe and fittings in lieu of concrete blocking. Use of the restrained joint pipe and fittings is subject to review and acceptance by the ENGINEER of the locking-method and adequacy of design for pressures involved.

2. Vertical Bends

a. The use of vertical bends in lieu of extra depth trenching shall be subject to permission by the ENGINEER.

b. Where the CONTRACTOR elects to use vertical bends, or where vertical bends are called for on the Drawings, the CONTRACTOR shall submit the blocking design, including calculations, to the ENGINEER for review and acceptance. Anchorages shall be designed to resist thrusts caused by the internal test pressure in the pipe. Protection against corrosion shall be inherent in the design.

I. Supplemental Backfilling Information

1. General

a. Excavated materials from trenches, tunnels, and structure excavation in excess of quantity required for trench backfill or site regrade, shall be disposed of by the CONTRACTOR. It shall be the responsibility of the CONTRACTOR to obtain location or permits for its disposal. The price bid for trench excavation and backfill, or site excavation and regrade, shall include the cost of disposition of excess excavated materials, as set forth herein, with no additional compensation being allowed for hauling.

b. For water line and sewage force main contracts where sod is destroyed in areas maintained equivalent to residence yards, it shall be replaced on slightly ridged backfill on trench, and where destroyed in areas adjacent to the trench, it shall be replaced by the CONTRACTOR with fresh sod, all of which will be paid for at a unit price bid per foot of pipeline. The timing of resodding shall be controlled by the ENGINEER. Ground shall be prepared and fertilized as herewith specified for seeded areas. In small patches, supplying of 3 inches of topsoil and raking may be substituted for disking.

c. For plant or site based contracts, sodding shall be placed to the extent shown on the Drawings. Refer to Section 02930 of these Specifications for detailed instructions for the placement of sod. The cost for sodding of site based areas shall be included in the lump sum bid for the project.

d. Where pastures, thin grass or cover crops are destroyed by trenching, laying, backfilling, or tunneling operations, surface shall be prepared by disking, fertilizing, and seeding, as specified in Section 02930. Seeding and fertilizing shall be included in the price for trenching and backfilling. The timing of this operation shall be controlled by the ENGINEER. Requirements of the Department of Highways for reseeding shall take precedence over these Specifications where they are involved.

e. No extra charge shall be made for backfilling of any kind, except as specified. Backfilling shall be included as a part of the price for trenching. No extra charge shall be made for supplying outside materials for backfill except where fills above existing ground are

necessary and payment is designated on Drawings or in Specifications. If backfilling of the trench or surface restoration is not properly completed, a proportionate part of the unit price for trenching shall be retained from payment estimates.

f. Before completion of the Contract, all backfills shall be reshaped, holes filled, and surplus materials hauled away and all permanent walks, street, driveways, and highway paving and sod replacement (if such surface replacement items are included in the Contract) and reseeding performed.

g. Backfill material must be uniformly ridged over trench, and excess hauled away. Ridged backfill shall be confined to the width of the trench and not allowed to overlap onto firm original earth, and its height shall not be in excess of needs for replacement of settlement of backfill.

h. All rock, including crushed rock or gravel from construction, must be removed from yards and fields. Streets and walks shall be broomed to remove all earth and loose rock immediately following backfilling.

2. Special Requirements

a. In case of street, highway, railroad, sidewalk and driveway crossings or within any roadway paving, or about manholes, valve and meter boxes located in such paving, the following backfill material and procedure is required.

b. The pipe shall be bedded in 4 inches minimum depth (for pipe sizes through 16 inches) of crushed rock meeting the requirements of the Kentucky Department of Highways standard size No. 9. For pipe sizes greater than 16 inches in diameter, the pipe bedding shall be a minimum depth of 1/4 the pipe diameter and be of the material and gradation specified previously.

c. Similar material shall be used for haunching up to the spring line of the pipe, and it shall be worked under the haunch of the pipe to provide adequate side support. The crushed rock shall then be hand placed to a point 12 inches above the top of the pipe.

d. After the above bedding and selected backfill have been placed, fill trench to within 6 inches of the surface with Kentucky Department of Highways No. 57 crushed stone, uniformly distributed, or other gradation acceptable to the ENGINEER. In order to accommodate compacted temporary surfacing it may be necessary to bulkhead or otherwise confine the stone fill at the open end of the trench.

e. Temporary surfacing of street, highway, railroad, sidewalk and driveway crossings, or within any roadway paving, or about manholes, valve and meter boxes located in such paving, shall

consist of 6 inches compacted dense graded aggregate as specified under Section 02235 for temporary walkway or road surfacing, placed and compacted in the trench. Compaction shall be accomplished by methods which shall be sufficient to confine stone to the trench under normal traffic. Backfills shall be maintained easily passable to traffic at original paving level until acceptance of project or replacement of paving or sidewalks.

f. Railroad Company and Department of Highways requirements in regard to backfilling will take precedence over the above general specifications where they are involved.

J. Cut-Ins, Tie-Ins, and Cutting and Plugging

1. The OWNER shall not be responsible for extra costs of cut-ins, tie-ins, cutting and plugging, due to water not being entirely cut off by the existing water main valves.

2. A cut-in is defined as the removal of one section of existing pipeline (2 cuts of pipe) and insertion of one or more new pipeline connections therein.

3. A tie-in is defined as the removal of an existing plug or cap and the connecting of the new pipeline into the existing pipeline or fitting or valve at the joint opened by such removal.

4. A cutting and plugging is defined as the cutting and installation of a plug in an existing line.

3.03 FIELD QUALITY CONTROL

A. Testing Polyvinyl Chloride (PVC) Pressure Pipe During Construction Period

1. Prior to pressure testing the pipe shall be center loaded with backfill to prevent arching and whipping under pressure. Center loading shall be done carefully so that joints will be completely exposed for examination during testing unless conditions warrant complete backfill before testing.

2. During the general construction period the following pressure testing procedure shall be followed (on sections that can be separately isolated):

a. After the PVC pipe is assembled in the trench a test of not more than 30 percent above the system's anticipated working pressure shall be applied with either air or water. After 2 consecutive tests have been performed without any failure, the CONTRACTOR at his option and with the ENGINEER'S permission may discontinue testing until the system is completed. Testing shall then be performed as outlined herein in this Section.

B. Testing Water Main Piping for Leakage

1. The CONTRACTOR will be required to test all pipelines and appurtenances with water. The maximum test pressure, measured at the lowest elevation of the pipeline being tested, shall be the pressure class of the pipe unless a specific test pressure is shown on the Drawings.

2. Prior to testing, the line shall be filled with water and any entrapped air in the line removed. This may be accomplished at a service tap for water service or air release valve. In any case, the CONTRACTOR shall be responsible for removal of air from the system at no additional cost to the OWNER.

3. When the line or section being tested is pumped up to the required pressure, it shall be valved off from the pump and a pressure gauge placed in the line. The pressure drop in the line, if any, shall be noted. If no pressure drop is noted in 4 hours, the ENGINEER, at his discretion, may accept the line or section as being tested, or he may require the test run the full 24 hours.

4. At the end of the 24 hour test period, the pressure shall be recorded. If there is a drop in pressure, the CONTRACTOR will be required to pump the section being tested up to initial test pressure and maintain that pressure for 24 hours, measuring the amount of water required to accomplish this. The line will not be accepted until the leakage shall prove to be less than 10 gallons per inch diameter per mile of pipe per 24 hours. The 24 hour test shall be charted by timed pressure recorder.

5. Should there be leakage over the allowable amount, the CONTRACTOR will be required to locate and repair the leaks and retest the section.

6. If the leakage of a section of pipeline being tested is below the allowable amount, but a leak is obvious, in the opinion of the ENGINEER, due to water at the surface of the ground, or any other means of determining a leak, the CONTRACTOR will be required to repair those leaks.

7. The CONTRACTOR shall furnish meter and suction tank, pipe test plugs, and bypass piping, and make all connections for conducting the above tests. The pumping equipment used shall be centrifugal pump, or other pumping equipment which will not place shock pressures on the pipeline. Power plunger or positive displacement pumps will not be permitted for use on closed pipe system for any purpose.

8. Inspection of pipe laying shall in no way relieve the CONTRACTOR of the responsibility for passing tests or correcting poor workmanship.

C. Disinfection (Water Mains and Services)

1. Upon completion of the work and cleaning up, and prior to final acceptance, the CONTRACTOR shall disinfect all water lines constructed which are to carry treated water.

2. Prior to starting disinfection, all water mains must be thoroughly flushed to remove mud, rocks, etc. Disinfection will then be accomplished by the adding of a chlorine solution while filling the main to obtain the initial 50 ppm of chlorine. The CONTRACTOR shall supply all equipment, labor, etc., necessary for flushing and disinfecting the mains. The CONTRACTOR shall submit, in writing, to the ENGINEER, the method he proposes to use for adding the chlorine.

3. The calcium hypochlorite granule or tablet method shall not be used. The placement of small amounts of disinfectant material in the main during construction will not be allowed.

4. Disinfection shall be accomplished by filling the new and/or repaired portions of the system with water having a chlorine content of at least 50 parts per million and at the end of a 24 hour contact time a residual of at least 25 parts per million shall remain. At the end of the 24 hour contact period, all the sterilized surfaces and areas shall be thoroughly flushed from the water system. Chlorinated water shall be disposed of in accordance with 401 KAR 5:031 and 8:020, which state that the allowable in stream concentration of chlorine is 10 ug/l, which is equal to 0.01 mg/l. The CONTRACTOR shall submit, in writing to the ENGINEER, the method he proposes for dechlorinating. Recommended chemicals, as given in AWWA C651, are sulfur dioxide, sodium bisulfate, sodium sulfite, and sodium thiosulfate.

5. For tie-ins to an existing system such as tapping valves or direct cut-in, disinfection shall, at the ENGINEER'S discretion, consist of thoroughly cleaning the new part(s) with a solution containing not less than 200 mg/l (ppm) chlorine.

6. After initial disinfection and flushing, the OWNER will collect water samples for bacteriological testing. A core zone, which includes up to the first 1/2 mile, shall be established. Two samples shall be taken from the core zone. Additionally, 1 sample taken from each mile of new distribution main shall be taken for analysis. A new or routine replacement main shall not be placed in service until negative laboratory results are obtained on the bacteriological analyses. Sample bottles shall be clearly identified as "special" construction tests. If any of the samples are found to be positive or contain confluent growth, the CONTRACTOR shall repeat the disinfection procedure until the required numbers of negative samples are obtained.

7. The new water main(s) shall not be accepted by the OWNER for operation until the above sterilization procedures have been completed. The cost of sterilization/dechlorination procedures shall be incorporated into the CONTRACTOR’S unit price and/or lump sum bid, as the case may be.

3.04 BASIS OF PAYMENT

A. Excavation and Backfilling

1. Trenching, Laying, and Backfilling Pipelines

a. Unit Price Contracts

(1) Payment for trenching and backfilling for pressure lines shall be included in the unit price bid for furnishing and installing the pipe, measured by the linear feet installed, including fittings and accessories length.

b. Lump Sum Contracts

(1) The CONTRACTOR'S lump sum bid shall include all costs for trenching, laying and backfilling pipelines.

2. Solid Rock Excavation

a. Classified Excavation

(1) Rock excavation shall be paid for at an extra unit price per cubic yard for extra cost of its excavation over that for excavating earth. Therefore, its quantity will not be subtracted from earth excavation quantities.

b. Unclassified Excavation

(1) Excavation shall be unclassified and the cost of all excavation of whatever nature and state, including solid rock, shall be included in the CONTRACTOR'S unit price bid for each item of construction requiring excavation or included in the lump sum bid for such type contracts.

3. Search and Extra Depth Trench Excavation

a. "Search" trench excavation shall be the actual measured excavation within limits as acceptable to the ENGINEER.

b. "Extra Depth" trench excavation shall be the calculated yardage below the lowest point of excavation which would normally have been required for construction.

c. Trench width limitations for either condition shall be as listed in the following table:

For 6" Pipe 2'-6"	For 16" Pipe 2'-11"	For 36" Pipe 5'-6"
For 8" Pipe 2'-9"	For 18" Pipe 3'-2"	For 42" Pipe 6'-0"
For 10" Pipe 2'-9"	For 20" Pipe 3'-5"	For 48" Pipe 6'-6"
For 12" Pipe 2'-9"	For 24" Pipe 3'-8"	For 54" Pipe 7'-0"
For 14" Pipe 2'-9"	For 30" Pipe 4'-4"	

d. The work of uncovering and backfilling required for locating existing sewers, water lines and other existing facilities for avoidance in location of proposed pipelines where such uncovering and backfilling is not within trench for improvements, shall be paid for at a price per cubic yard for such excavation actually removed and backfilled under item for “Search or Extra Depth Trench Excavation.” Such payment does not include uncovering existing utility lines for their protection during or after trenching operations for the proposed pipeline.

e. Where pipelines, force mains and sewers are laid in the same trench, the CONTRACTOR shall receive full trenching and backfill unit prices for each pipeline, force main and sewer so laid, the same as if laid in widely separated trenches.

4. Mechanical Tamping

a. Mechanical tamping is defined as backfill placed and compacted by power driven mechanical equipment to a greater density than can be achieved by natural settlement or hand tamping methods. Mechanical tamping will be required when ordered by the ENGINEER with payment by the cubic yard so compacted. Measurement, but not actual extent of the mechanical tamping, shall be limited by the numerical maximum allowable trench width (for each size pipe) as shown in the table listed under "Search and Extra Depth Trench." Payment for mechanical tamping shall not include the specified bedding, haunching, or initial backfill required above and below the top of pipe.

B. Tunneling, Boring or Jacking

1. Permanent Tunnels

a. The payment for permanent tunnels shall be the length measured along its centerline from the entrance face on one side to the exit face on the other side of the tunnel. Payment per linear foot for each size tunnel shall include excavation, tunnel liner, pressure grouting, tunnel subgrade, closure plates and backfilling, complete.

2. Temporary Tunnels

a. Payment for temporary tunnels shall be made per linear foot based on the measured distance along the centerline of tunnel from the inlet face on one side to the outlet face on the other side of the tunnel. Payment shall include all excavation, backfilling and all sheeting and shoring of tunnel, regardless of whether removed.

3. Boring or Jacking

a. In unit price Contracts, usable holes either bored or jacked shall be paid for per linear foot of hole actually bored or jacked, according to the diameter of the hole required, measured along the centerline from the point of entrance on one side to the point of exit on the other side. When cover pipe is installed inside the bore, boring or jacking and cover pipe shall be paid per linear foot based on the length of the cover pipe installed, according to the diameter of the cover pipe required.

C. Trench and Pipe Stabilization

1. Extra Excavation

a. Extra excavation required for trench or pipe stabilization shall be paid by the cubic yard so excavated under the item "Search and/or Extra Depth Trench Excavation" based on the limitations for that item.

2. Crushed Stone for Trench Stabilization

a. Crushed stone ordered by the ENGINEER for trench stabilization shall be as specified in Section 02235 of these Specifications and paid by the ton so placed.

3. Crushed Stone for Pipe Bedding

a. Additional crushed stone bedding ordered by the ENGINEER for pipe stabilization shall be as specified in Section 02235 of these Specifications and paid by the ton so placed.

4. Plain or Reinforced Concrete Arch

a. Plain or reinforced concrete arch called for on the Drawings and/or ordered by the ENGINEER shall be paid for by the linear foot of pipeline upon which it is placed. The Form of Proposal will indicate which method is to be used.

5. Plain or Reinforced Concrete Cradle

a. Plain or reinforced concrete cradle called for on the Drawings and/or ordered by the ENGINEER shall be paid for by the linear foot so placed.

D. Water Lines

1. Unit Price Contracts

a. Water Lines

(1) Payment for furnishing, trenching, bedding, laying, and backfilling water lines or force mains shall be included in the unit price bid per linear foot of pipe laid, including length of fittings and valves, unless same are included in lump sum portions or assemblies noted on the Drawings. However, payments will not be made for branch lengths of fittings within 2.5 feet of edge of main trench. The extra cost of trenching in difficult locations, such as stream, railroad, and highway crossings, if not covered in other contract unit prices, shall be included in unit price for furnishing, trenching, bedding, laying, and backfilling the pipe.

(2) All blowoff or vent branches will be measured as pipe from center of connecting tee to end of pipe.

(3) In the case of unit price contracts, ductile iron fittings, laid outside lump sum assemblies, will be included in the unit price bid per linear foot of pipe laid, including the length of fittings and valves, for the pipe in which the fitting is installed. If stated otherwise in the Special Conditions, ductile iron fittings, laid outside lump sum assemblies, will be paid for by the pound of body castings, without joint accessories, at the weights listed in ANSI/AWWA C110/A21.10 or ANSI/AWWA C1534/A21.53 in the case of ductile iron compact fittings.

2. Lump Sum Contracts

a. All work shall be included in the CONTRACTOR'S lump sum bid.

E. Excess Materials

1. The unit prices for trench excavation, tunneling and backfill shall include the cost of disposition of excess excavated materials.

F. Valves

1. The unit price bid for the installation of valves shall include valve boxes, the cost of the concrete collar required around the valve boxes and extension stems if required.

G. Testing and Purging

1. The unit price bid for installing pressure lines shall include cleaning, purging, and testing the line.

H. Blocking of Bends and End of Pipe

1. The payment for blocking of bends and ends of pipes shall be included in the price bid for furnishing and laying the pipe.

I. Disinfection and Dechlorination

1. The required disinfection of pipelines followed by disposal of the chlorinated water used in the disinfection process shall be included in the price bid for furnishing and laying the pipe.

J. Tracing Wire or Tape

1. The cost of tracing wire or tape installed with nonmetallic pipe shall be included in the price bid for furnishing and installing the pipe.

END OF SECTION

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SECTION 02615

CORROSION PROTECTION OF UTILITIES

PART 1 GENERAL

1.01 SUMMARY

A. Section Includes:

1. Coating and wrapping of ductile iron piping, valves, fittings, and accessories used in piped utility distribution systems.

1.02 REFERENCES

A. General:

1. The following documents form part of the Specifications to the extent stated. Where differences exist between codes and standards, the one affording the greatest protection shall apply.

2. Unless otherwise noted, the referenced standard edition is the current one at the time of commencement of the Work.

B. American Water Works Association (AWWA)

1. AWWA C105 Polyethylene Encasement for Gray and Ductile Cast Iron Piping for Water and Other Liquids

PART 2 PRODUCTS

2.01 POLY-WRAP AND POLYETHYLENE ADHESIVE TAPE

1. Poly-wrap shall be continuous tubing formed from 8-mil (0.2-mm) thick virgin polyethylene, in accordance with AWWAC105.

2. Adhesive tape shall be a general-purpose polyethylene adhesive tape, 2-inches (50-mm) wide and at least 8 mil (0.2mm) thick.

PART 3 EXECUTION

3.01 PLASTIC PROTECTIVE WRAPPING FOR DUCTILE IRON PIPING

A. Cover underground ductile iron piping, including connecting galvanized steel spools, fittings, and like items with polyethylene plastic-film wrap to provide a continuous barrier between the pipe and the surrounding backfill.

1. Wrap in accordance with AWWAC105.

2. Wrapping isolates the pipe surfaces from contact with corrosive environments, and is not intended to provide complete sealing or to prevent ground water intrusion.

B. Cut poly-wrap tube to a length approximately 2-feet longer than the length of the pipe section.

   1. Slip the poly-wrap around the pipe, centering it to provide a 1-foot overlap of each adjacent pipe section and bunching it accordion fashion until it clears the pipe ends.

   2. Lower the pipe into the trench and make-up the pipe joint with the preceding section of pipe. Make a shallow bell hole at joints to facilitate installation of the poly-wrap.

C. After completing the joint, make the overlap.

   1. Pull the bunched-up poly-wrap from the preceding length of pipe, slip it over the end of the new length of pipe, and secure it in place with two circumferential turns of tape plus enough overlap to assure firm adhesion.

   2. Slip the end of the poly-wrap from the new pipe section over the end of the first wrap until it overlaps the joint at the end of the preceding length of pipe.

   3. Tape it in place using three circumferential turns of tape. Take up the slack width to make a snug, but not tight, fit along the barrel of the pipe, securing the fold as necessary with adhesive tape at approximately 3-foot centers.

D. Repair any rips, punctures, or other damage to the poly-wrap with short length of poly-wrap tube cut open, wrapped around the pipe, and secured with tape.

E. Wrap the next section of pipe in the same manner.

F. Cover bends, reducers, and offsets with poly-wrap in the same manner as the pipe.

G. Wrap valves and other odd-shaped pieces, that cannot practically be wrapped in a tube, with a flat sheet obtained by splitting open a length of poly-wrap tube.

   1. Pass the flat sheet under the valve and bring it up around the body of the stem.

   2. Make the seams by bringing the edges together, folding over twice, and taping down. Slack width and overlaps at joints shall be handled as described above.

   3. Tape poly-wrap securely in place at valve stem and other penetrations.

H. Where poly-wrapped pipe joins a pipe that is not poly-wrapped, extend the poly-wrap tube to cover the unwrapped pipe a distance of 2 feet , unless shown otherwise on the drawings. Secure the end with at least three circumferential turns of tape.

3.02 REPAIRS TO UNDERGROUND PIPE COATINGS AND WRAPPINGS

A. Prepare damaged areas by cutting away loose, unadhered, or damaged wrapping and/or coating back to sound wrapping and/or coating. Clean prepared surfaces and the area on the wrapping and/or coating at least 4 inches back from the prepared surfaces with solvent that does not leave film or residue.

B. Coat the damaged area within 2 hours of completion of the surface preparation.

C. Cover prepared surfaces with mastic up to the level of the original pipe wrapping and/or coating.

D. Cover the mastic and areas on the wrapping and/or coating at least 4 inches back from the filled area with 4 or 6-inch wide pipeline tape. The tape shall be half-lapped to provide the equivalent of at least 2 thicknesses of tape.

END OF SECTION

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SECTION 02930

SODDING AND SEEDING

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, equipment and services required to perform sodding and seeding as shown on the Contract Drawings and as specified herein.

B. All areas disturbed by construction operations shall receive a protective cover of vegetation. The work shall consist of preparing the area for treatment, furnishing and placing soil amendments, fertilizer, sod, seed, inoculants, mulch and plantings as specified in the designated areas.

1.02 RELATED WORK

A. Special requirements for materials and equipment are given in Sections 00700 and 01600.

B. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.

1.03 QUALIFICATIONS

A. The work shall be done by a provider who is experienced, reputable, and qualified in the tasks required.

1.04 SUBMITTALS

A. Shop Drawings and other items needed to establish compliance with the Drawings and these Specifications shall be submitted to the ENGINEER in accordance with Section 00700.

B. Where fertilizer is furnished from bulk storage, the CONTRACTOR shall furnish a supplier's certification of analysis and weight. When required by the Contract, a representative sample of the fertilizer shall be furnished the OWNER for chemical analysis.

1.05 WARRANTY

A. Refer to Division 0 and 1 for warranty requirements.

PART 2 PRODUCTS

2.01 SOD

A. The sod to be used shall be Kentucky Bluegrass comparatively free from weeds or heavy root structure, cut in strips of 10 inches to 12 inches wide, 18 inches to 24 inches long, with a thickness of 1-1/2 inches to 2 inches.

2.02 SEED

A. All seed shall conform to the current rules and regulations of the state where it is being used and from the latest crop available. It shall meet or exceed the standards for purity and germination listed herein.

B. Seed shall be labeled in accordance with the state laws and the U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitations for bids. Bag tag figures will be evidence of purity and germination. No seed will be accepted with a date of test of more than 9 months prior to the date of delivery to the site.

C. The seed for use on this project shall be of the type as listed below with the listed germination and purity qualifications.

Species	% Purity	% Germination
Tall fescue (KY-31) (Festuca arundinacea)	98.5	80
Ryegrass (Lolium multiflorium)	98.0	90
Oats (Avena sativa)	98.0	90
Rye, grain (Secale cereale)	97.0	85
Redtop (Agrostis alba)	90.0	80
Ky. Bluegrass (Poa pratensis)	81.0	70

2.03 FERTILIZER

A. Unless otherwise specified the fertilizer shall be a commercial grade fertilizer or as specified herein. The fertilizer shall meet the standard for grade and quality specified by state law.

2.04 INOCULANTS

A. The inoculant for treating legume seeds shall be a pure culture of nitrogen-fixing bacteria prepared specifically for the species and shall not be used later than the date indicated on the container or as otherwise specified. A mixing medium, as recommended by the manufacturer, shall be used to bond the inoculant to the seed. Two times the amount of the inoculant recommended by the manufacturer shall be used, except when seed is applied by use of hydraulic seeder, in which case 4 times the amount of inoculant recommended by the manufacturer shall be used. Seed shall be sown within 24 hours of treatment and shall not remain in the hydraulic seeder longer than 4 hours.

2.05 SOIL AMENDMENTS

A. Lime shall consist of standard ground agricultural limestone, or equal. Standard ground agricultural limestone is defined as ground limestone meeting current requirements of the State Department of Agriculture. Agricultural lime or other needed soil amendments will be uniformly applied at the rate specified herein.

2.06 ASPHALT EMULSION

A. Asphalt emulsion shall conform to the requirements of ASTM D 977-80, "Emulsified Asphalt." The emulsified asphalt may be rapid, medium, or slow cure materials.

2.07 STRAW MULCH MATERIALS

A. Straw mulch materials shall consist of wheat, oat, or rye straw, hay, grass clippings cut from any native grasses or other plants acceptable to the ENGINEER. The mulch material shall be air dry, reasonably light in color, and shall not be musty, moldy, caked, or otherwise of low quality. The use of mulch that contains noxious weeds will not be permitted. The CONTRACTOR shall provide a method satisfactory to the ENGINEER for determining weight of mulch furnished.

2.08 OTHER MULCH MATERIALS

A. Mulching materials, such as wood cellulose fiber mulch, emulsion type, synthetic fiber mulch, netting, mesh, and other mulching materials that may be required for specialized locations and conditions, when specified, must be accompanied by the manufacturer's recommendations for methods of application.

PART 3 EXECUTION

3.01 EXTENT

A. Unit Price Contracts

1. Sodding at No Additional Cost

a. Where sod is destroyed in areas maintained equivalent to residence yards, it shall be replaced on slightly ridged backfill on trench, and where destroyed in areas adjacent to the trench, it shall be replaced by the CONTRACTOR with fresh sod

2. Seeding

a. Where lawns, pastures, thin grass or cover crops are destroyed by trenching, laying, backfilling, or tunneling operations, surface shall be prepared by disking, fertilizing and seeding. Seeding, fertilizing, and mulching shall be included in the price for trenching and backfilling. The timing of this operation shall be controlled by the ENGINEER. Requirements of the Department of Highways for reseeding shall take precedence over these Specifications where they are involved.

b. When the construction project is located on privately owned property on easements acquired by the OWNER and the individual landowner requires the cover grass to be the same as present at the beginning of construction, the CONTRACTOR shall supply the

seed required by the landowner. Seeding and fertilizing in such instances, shall be at the rate as recommended by the seed producer with soil preparation and mulching as stated herein.

c. When the construction project encroaches within the rights-of-way of the Department of Highways, the seed mixture, application rate and method of mulching shall be as required by the Department of Highways.

3. CONTRACTOR'S Options

a. Where surface grasses and cover are similar in nature throughout the length of the project, the CONTRACTOR may provide seed of one type or mixture for the entire project provided there are no objections by individual landowners involved and with permission of the OWNER and ENGINEER. In such cases, the seed type and/or mixture shall be that specified for lawn areas. Pasture and/or cover crop mixtures shall not be used for lawn application for any reason.

b. When construction facilities or construction operations are located on or encroach on privately owned properties, the CONTRACTOR may, at his election, negotiate with the individual landowners for restoration of the surface. This negotiation and settlement may be for materials or labor or both as agreeable to the individual property owner. In such cases, the CONTRACTOR shall obtain from the individual landowner a "Release of Claims" releasing the OWNER from any further liability for surface restoration, a copy of which shall be provided for the OWNER and ENGINEER. This option shall apply to surface restoration only. The CONTRACTOR shall be responsible for cleanup and regrading work and for any settlement of the trench or graded area within the one year guarantee period.

3.02 SOIL PREPARATION

A. All areas to be seeded or sodded shall be thoroughly cleaned, removing all debris of whatever nature. After the area has been cleaned, the soil for seeding and sodding shall be prepared as follows:

1. Loosen the soil to a depth of not less than 4 inches.

2. Work the soil until it is in good condition, raking with hand rake to complete the soil preparation and make final finished grade.

3. Broadcast 15 pounds of 8-8-8 or better fertilizer on each 1,000 square feet of area (for sodded areas only).

4. Rake area to receive sod, to spread fertilizer and work into soil.

5. On areas to be seeded, the raking in of fertilizer may be done concurrently with raking in of seed as hereinafter specified.

3.03 SODDING

A. The timing of resodding shall be controlled by the ENGINEER. Ground shall be prepared and fertilized as previously specified under Article 3.02 of this Specification Section. In small patches, supplying of 3 inches of topsoil and raking may be substituted for disking.

B. The strips of sod are to be laid so the joints will be broken. After the sod has been laid, it is to be watered thoroughly then rolled with a roller weighing 300 to 400 pounds, supplemented by hand tamping of sections inaccessible by roller.

C. After the sod has been put down, as described above, each piece is to have a minimum of 2 stakes to hold it in place, the stakes to be 1/2-inch square, 10 inches long, and driven into the ground with 2 inches of the stake left above the sod.

D. Sod shall be kept moist by watering for at least one month or until the Contract is completed and the facilities accepted by the OWNER for operation.

3.04 SEEDING

A. Temporary Cover (All Areas)

1. This item shall consist of seeding a temporary cover of grass, or grass and small grain, on areas disturbed on the construction site which will not be redisturbed within a 60 day period. The determination of the area to be temporarily seeded and the time of seeding shall be controlled by the ENGINEER.

2. The seed mixtures to be used for temporary cover will be governed by the time of year the seeding is accomplished. The mixtures and time of seeding shall be as follows:

a. Time of Seeding - 2/15 to 6/1

(1) Rye 1-1/2 bushels and ryegrass 25 pounds per acre; or tall fescue 30 pounds and ryegrass 20 pounds per acre.

b. Time of Seeding - 6/2 to 8/15

(1) Tall fescue 30 pounds and ryegrass 20 pounds per acre; or, spring oats 2 bushels and ryegrass 30 pounds per acre.

c. Time of Seeding - 8/16 to 2/14

(1) Rye 2 bushels and ryegrass 20 pounds per acre; or, tall fescue 30 pounds and ryegrass 20 pounds per acre.

d. Lime will not be required for temporary seeding.

e. Fertilize at the rate of 400 pounds per acre of 10-10-10 fertilizer, or equivalent, broadcast uniformly on the area to be seeded.

f. All seed shall be broadcast evenly over the area to be seeded and cultipacked or otherwise pressed into the soil. Seed and fertilizer may be mixed together and applied after the seed bed has been prepared.

g. Mulch for temporary seeding will not be required except on those areas, in the ENGINEER'S opinion, too steep to hold the seed without protective cover.

B. Seeding (Permanent Cover)

1. This item consists of seeding all areas disturbed during construction. All grading and/or filling of rills and gullies to a cross section acceptable to the ENGINEER shall be included in the seed bed preparation.

a. Pastures and Cover Crops

(1) All areas to be seeded shall be seeded with 50 pounds of tall fescue (KY-31) per acre, subject to the provisions here-inbefore stated in this Specification group.

(2) Prepare seed bed as specified in Article 3.02 of this Specification Section unless instructed otherwise by the ENGINEER. Apply 2 tons of lime per acre.

(3) No mulch will be required except when seeding is done during the period October 16 through January 31, or May 2 through July 31, tall fescue straw shall be used at the rate of 2 tons per acre.

b. Lawns and Yards

(1) This item consists of seeding all areas equivalent to residence lawns or yards disturbed during construction. All grading and filling shall be accomplished in a manner acceptable to the ENGINEER prior to the placement of seed and materials. Seed shall consist of a mixture of one part Red Top and 3 parts high grade Kentucky Bluegrass seed mixed together and broadcast at the rate of 2 lbs to each 1,000 square feet of surface, to be seeded. Apply 2 tons of lime per acre. Apply 1500 pounds of 10-20-20 fertilizer per acre. Apply mulch at the rate of 2 tons per acre. Mulch shall be applied to all lawn areas regardless of the time seeded.

3.05 MULCHING

A. Mulch materials, meeting the requirements of Part 2 of this Specification Section, shall be applied at the rate of 2 tons per acre.

B. The mulch shall be stabilized by running a "weighted" disk harrow with disks set straight, over the area on the contour, after the mulch has been applied, so as to imbed or press a part of the straw into the soil sufficiently to hold it in place. On earth embankments or areas too steep for use of mechanized equipment, the mulch shall be held in place by using small stakes and twine or other method acceptable to the ENGINEER. The blown-on bituminous-treated straw mulch method of placing the mulch, as specified in Section 212.06.03, Method 2 of the Standard Specifications for Road and Bridge Construction of the Kentucky Transportation Cabinet Department of Highways, will be an acceptable placing method.

C. Mesh, netting or other special protective cover shall be at locations as shown on the Drawings and shall be installed according to the manufacturer's recommendations.

END OF SECTION

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SECTION 03301

CAST-IN PLACE CONCRETE (MINOR STRUCTURES)

PART 1 GENERAL

1.01 SUMMARY

A. This specification delineates the requirements for cast-in place concrete for minor structures including concrete kickers for pipe blocking, sidewalks, collars, manholes, manhole bottoms, pipe cradles, piers and other areas where small quantities of concrete are required. It shall not be used for major structures such as floor slabs, structure or basin walls, roof slabs, or other structural components.

1.02 SCOPE OF WORK

A. Provide all labor, material, equipment and services to complete all cast-in-place concrete work required by the Project as shown on the Drawings or specified herein.

1.03 REFERENCES

A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by the basic designation only.

AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM)

ASTM A 185	Specification for Steel, Welded Wire, Fabric, Plain, for Concrete Reinforcement
ASTM A 497	Specification for Welded Deformed Steel Wire Fabric for Concrete Reinforcement
ASTM A 615/A615M	Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A 616/A616M	Specification for Rail-Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A 617/A617M	Specification for Axle-Steel Deformed and Plain End Bars for Concrete Reinforcement
ASTM A 706/A706M	Specification for Low-Alloy Steel Deformed Bars for Concrete Reinforcement
ASTM C 33	Specification for Concrete Aggregates
ASTM C 150	Specification for Portland Cement

ASTM C 260 Specification for Air-Entraining Admixtures for Concrete

ASTM C 494 Specification for Chemical Admixtures for Concrete

1.04 SUBMITTALS

A. Copies of all materials required to establish compliance with these Specifications shall be submitted in accordance with the provisions of the General Conditions.

1.05 QUALITY ASSURANCE

A. All work shall be performed to secure for the entire job homogeneous concrete having required strength, durability and weathering resistance, without planes of weakness and other structural defects and free of pronounced honeycombs, air pockets, voids, projections, offsets of plane and other defacements on exposed surfaces.

1.06 DELIVERY, STORAGE AND HANDLING

A. Do not deliver ready-mixed concrete to job site until ready for placement.

B. All materials used for on-site mixed concrete shall be kept clean and free from all foreign matter during transportation and handling and kept separate until measured and placed in the mixer.

C. Store concrete aggregates to prevent contamination or segregation. Store reinforcement of different sizes and shapes in separate piles or racks raised above the ground to avoid excessive rusting.

D. Protect from contaminants such as grease, oil and dirt. Provide for accurate identification after bundles have been broken and tags removed.

1.07 PROJECT/SITE CONDITIONS

A. Cold Weather

1. Provide and maintain 50 degrees Fahrenheit minimum concrete temperature. Do not place concrete when ambient temperature is below 40 degrees Fahrenheit. Cover concrete and provide with a source of heat sufficient to maintain 50 degrees Fahrenheit minimum while curing.

B. Hot Weather

1. Concrete temperature from initial mixing through final cure shall not exceed 90 degrees Fahrenheit. Cool ingredients before mixing, or substitute chip ice for part of required mixing water or use other suitable means to control concrete temperature to prevent rapid drying of newly placed concrete. Shade the fresh concrete and start curing as soon as the surface is sufficiently hard to permit curing without damage.

PART 2 PRODUCTS

2.01 CONCRETE

A. Mix Design

1. The concrete mix shall conform to the requirements of the following table according to the class of concrete required. The number in the "Class" column refers to the 28-day compressive strength of the concrete in pounds per square inch (psi).

Class	Minimum Cement Content (Lbs./Cu. Yd.)	*Maximum Slump (Inches)
3000	470	3 to 4
3500	520	3 to 4
4000	550	3 to 4

* Maximum slump unless high range water reducing admixture is used.

B. Area of Application

1. Unless otherwise noted on the Drawings, concrete mixes shall be used as follows:

Class 3000 - kickers for pipe, fittings
Class 3500 - non-reinforced portions of manholes, pipe cradles
Class 4000 - reinforced portions of manholes, sidewalks, piers

2.02 MATERIALS

A. Cement

1. Portland cement for concrete and mortar shall conform to ASTM C 150, Type I or II.

B. Water

1. Water shall be potable.

C. Aggregates

1. Aggregates shall conform to ASTM C 33. Obtain aggregates from one source. Aggregates shall not contain any substance which may be deleteriously reactive with the alkalis in the cement.

D. Admixtures

1. Admixtures for air-entrained concrete shall conform to ASTM C 260, for water reducing (Type A, D or E) accelerating (Type C) and retarding (Type

B or D) ASTM C 494. Calcium chloride shall not be used as an admixture. Admixtures shall not be used without prior written approval of the ENGINEER.

E. Reinforcement

1. Reinforcing Bars

a. Reinforcing bars shall conform to ASTM A 615/A615M Grade 60, ASTM A 616/A616M Grade 60, ASTM A 617/A617M Grade 60 or ASTM A 706/A706M Grade 60 as applicable.

2. Welded Wire Fabric

a. Welded wire fabric shall conform to ASTM A 497 or ASTM A 185.

PART 3 EXECUTION

3.01 FORMS

A. Forms shall be used to confine concrete and shape it to the required dimensions. Set forms true to line and grade and make mortar tight. Chamfer above grade exposed joints, edges and external corners 3/4-inch, unless otherwise indicated. Earth cuts may be used as forms for footing vertical surfaces, if sides are sharp and true, and not exposed in finished structure.

3.02 PLACING REINFORCEMENT AND MISCELLANEOUS MATERIALS

A. Provide bars, wire fabric and other reinforcing materials, including wire ties, supports and other devices necessary to install and secure the reinforcement.

3.03 CONTROL AND CONSTRUCTION JOINTS

A. For sidewalks, provide control joints spaced at an interval equal to the width of the sidewalk, the minimum spacing of 5 feet. Cut joints 1 inch deep with a jointing tool after the surface has been finished. Provide 0.5-inch thick transverse expansion joints at changes in direction, where sidewalk abuts curb, steps, rigid pavement or other similar structures; space joints not more than 40 feet apart. Limit variation in cross section to 1/4-inch in 5 feet.

3.04 CURING AND PROTECTION

A. Protect concrete from injurious action by sun, wind, rain, flowing water or mechanical injury. Do not allow concrete to dry out from time of placement until the expiration of the curing period. Forms may be removed 48 hours after concrete placement.

END OF SECTION

***

SECTION 05540

CASTINGS

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Provide all labor, materials, and equipment required to install castings as shown on the Drawings and specified herein. Included in this section are manhole covers, steps, valve boxes, and hatch covers.

1.02 RELATED WORK NOT INCLUDED

A. Concrete work is included in Division 3.

1.03 SUBMITTALS

A. The CONTRACTOR shall submit to the ENGINEER, in accordance with Division 1, Section 01300, copies of construction details of castings proposed for use.

PART 2 MATERIALS

2.01 GENERAL

A. All castings shall be gray iron, conforming to the requirements of the ASTM Standards, Designation A 48-83, Class 35-B for manhole casting and class 20 for valve boxes.

2.02 VALVE BOXES

A. Screw Type for Iron Body Gate Valves

1. Valve boxes for sizes thru 12-inch valves shall be the cast iron screw type, without screw, of sufficient length to allow for 30 inches of cover over the top of the pipe. The inner section shall have a minimum inside diameter of 5-1/4 inches with a hood type base that will cover the packing gland on valves through 12 inches in size (minimum of 8 inches inside diameter). The base of the top section shall be flanged at least 1-1/4 inches. The caps shall be circular with a corrugated surface and have pick holes in the periphery and be marked "Water" according to use. The valve boxes shall be adjustable slip type, 3-piece style, Russco 562A, or equal.

PART 3 EXECUTION

3.01 INSTALLATION OF CASTINGS

A. Installation In or On Structures

1. The installation of castings is generally covered under specifications for pipe work and manholes. Castings shall be leveled, plumbed and secured before pouring concrete or attaching to masonry with solid, watertight, cement mortar joints.

B. Installation on Buried Valves

1. Valve box construction shall consist of the approved manufactured box and accessories. Line pipe shall not be accepted for use as valve boxes.

2. Mechanically tamp backfill, or backfill with crushed rock (per requirements of location - see Section 02610 of these Specifications) to the bottom of the packing gland of the operating nut. Install valve box base centered over operating nut.

3. Install valve box shafts, of the required height, and top section to proposed top elevation. Mechanically tamp backfill around box or backfill with crushed rock.

4. Place reinforced concrete collar around top section when shown on the Drawings.

5. Furnishing and installation of the valve box and accessories, including the concrete valve box collar, shall be included in the price bid for furnishing and installation of the valve.

END OF SECTION

***

SECTION 15102

VALVES (WATER RELATED)

PART 1 GENERAL

1.01 SCOPE OF WORK

A. Furnish all labor, materials, equipment, and incidentals required and install complete and ready for operation all valves and appurtenances as shown on the Contract Drawings and specified herein.

B. The equipment shall include but not be limited to, the following:

1. Gate valves
2. Tapping valves, sleeves and crosses
3. Hydrants

1.02 RELATED WORK

A. Excavation, backfill and grading is included in Division 2.

B. Piping is included in the respective sections of Division 2.

C. Special sequence or schedule requirements (if any) are specified in Section 01010 - Summary of Work.

1.03 DESCRIPTIONS OF SYSTEMS

A. All of the equipment and materials specified herein is intended to be standard for use in controlling the flow of water.

B. See the valve schedule for valve sizes, quantities, connections, class, type of actuator and location.

1.04 QUALIFICATIONS

A. All of the types of valves and appurtenances shall be products of well established firms who are fully experienced, reputable and qualified in the manufacture of the particular equipment to be furnished. The equipment shall be designed, constructed and installed in accordance with the best practices and methods and shall comply with these specifications as applicable.

B. Acceptable Manufacturers

1. Gate Valves - American Flow, or equal.
2. Tapping Sleeves—Clow, American-Darling, Mueller, M&H or equal.
3. Hydrants—Mueller.
4 Post Hydrant--Eclipse No. 2 with 3-inch inlet, by Kupperle Company.

1.05 SUBMITTALS

A. Complete shop drawings of all valves and appurtenances shall be submitted to the ENGINEER in accordance with the requirements of Sections 00820 and 01300.

B. The ENGINEER shall be furnished 2 certified copies of reports covering the required leakages, hydrostatic and proof-of-design tests on the valves.

C. Gate Valves

1. The manufacturer shall furnish the ENGINEER 2 copies of an affidavit stating that the valve and all materials used in its construction conform to the applicable requirements of ANSI/AWWA C509-94, and that all tests specified therein have been performed and that all test requirements have been met.

2. The ENGINEER shall be furnished 2 copies of affidavit that the "Valve Protection Testing" has been done and that all test requirements have been met.

3. The ENGINEER shall be furnished with 2 copies of affidavit that inspection, testing and rejection are in accordance with AWWA C509-94 Section 6.1 through Section 6.2.

PART 2 PRODUCTS

2.01 MATERIALS AND EQUIPMENT

A. General

1. All valves and appurtenances shall be of the size shown on the Drawings and as far as possible all equipment of the same type shall be from one manufacturer.

2. All valves and appurtenances shall have the name of the maker, flow-directional arrows, and the working pressure for which they are designed cast in raised letters on some appropriate part of the body.

3. All buried valves shall open left (counter clockwise). Insofar as possible, **all** valves shall open counter clockwise.

4. All valves must be provided with suitable operating devices and adapted for operation in the position in which they are shown on the Drawings.

5. Valves shall have types of operators as shown on the Drawings and/or listed in the valve schedule.

6. All bolts and studs shall be in accordance with ASTM A-307 Grade B and nuts shall be in accordance with ASTM A-563. Bolts, studs and nuts shall be electrogalvanized according to ASTM B-633.

2.02 GATE VALVES

A. Resilient-Seated Gate Valve (AWWA Type)

1. General

a. Resilient-seated gate valves shall conform in all respects to ANSI/AWWA C509-94 with non-rising or rising stems, in sizes 3, 4, 6, 8, 10, and 12 inch NPS except as otherwise noted below. They shall be designed for a working water pressure of 200 psi.

b. Valves shall have a clear unobstructed water way, without pockets or ridges in the seating area of the valve body. When fully open the water way shall be at least as large as the pipe diameter to which it is connected.

c. All future references to section and paragraph numbers shall be those of ANSI/AWWA C509-94.

2. Materials

a. Physical and Chemical Properties

(1) Physical and chemical characteristics of the valve components shall be in accordance with Section 2.2, except that carbon steel castings for valves are not acceptable. Paint shall be as hereinafter specified under "Valve Protection."

3. Detailed Design

a. Valve Ends

(1) General

(a) Valve ends shall be flanged, mechanical joint, asbestos cement, PVC or rubber ring slip-on type as shown on the Drawings and/or as listed in the resilient seat valve schedule.

(b) In resilient seated tapping valves, end connections may be a combination of flanged and mechanical joint, flanged and asbestos cement or flange and flange.

b. Stem Seal

(1) Stem seals shall be O-rings in accordance with Section 4.8, paragraph 4.8.2 and subparagraph 4.8.2.1, and materials shall be in accordance with paragraph 4.8.3.

c. Wrench Nuts and Handwheels

(1) Wrench nuts and handwheels shall be in accordance with Section 4.11 and subparagraphs 4.11.1 through 4.11.5, except that all valves whether NRS or O S & Y shall open by turning counterclockwise.

d. Gaskets

(1) Gaskets where used shall be in accordance with Section 4.15. O-rings of Buna-N or equal material.

e. Valve Seats

(1) Valve seats shall be in accordance with Section 4.16, except that seats applied to the valve body are not acceptable.

4. Valve Boxes

a. Valve boxes shall be provided for each buried valve. They shall be cast iron, of heavy pattern, screw type and provided with cast iron cover. The upper section of each box shall have a bottom flange of sufficient bearing area to prevent settling. The bottom of the lower section shall enclose the stuffing box and operating nut of the valve. Boxes shall have barrels of not less than 5 inch in diameter and be of length adapted to pipe cover. Boxes shall be adjustable, with a lap of at least 6 inch when in the most extended position. Covers shall have the word "OPEN" and an arrow indicating the direction of opening cast into covers in raised letters. Provide valve stem extensions for all buried valves.

5. Fabrication

a. Valve Protection (Painting and Coating)

(1) Exterior

(a) Exterior painting of the valve may be in accordance with section 2.2.7, or it may be the same as that specified for interior painting of the valves.

(2) Interior

(a) The interior of the valve shall be prepared for and painted in accordance with AWWA C550-90. The coating may be a fusion bonded epoxy, in 8 to 10 mil thickness or it may be a two-part thermosetting epoxy having the same mil thickness. After application the interior coating shall be visually examined and holiday tested in accordance with AWWA C550-90.

2.03 TAPPING VALVES AND TAPPING SLEEVES AND CROSSES

A. Tapping Valves

1. Tapping valves for use with tapping sleeve and crosses shall be in accordance with the specifications for resilient seated gate valves or in accordance with C-509-94 for resilient seated gate valves, except that one end shall have a flanged connection and the other end either a hub or mechanical joint connection.

2. They shall be for 200 psi in sizes 2 inch thru 12 inch and 150 psi in sizes 14 inch and larger.

3. Valves shall open by turning counterclockwise.

4. Inlet flanges of valves shall meet ANSI B16.1, Class 125 standard.

B. Tapping Sleeves and Tapping Crosses

1. Tapping sleeves and tapping crosses shall have heavy cross sections to strengthen the existing water main at the point of installation.

2. Mainline end connections to existing pipeline shall be mechanical joint with large and small gaskets or hub end for lead and jute joints.

3. Mechanical joint tapping sleeves and crosses shall have a maximum working pressure of 200 psi. Sleeves and crosses with caulked-type joints shall have a maximum water working pressure of 150 psi.

4. Outlet end of tapping sleeves and crosses shall have ANSI B16.1, Class 125 flanges.

5. Tapping sleeves of stainless steel shall have all stainless steel body, flanges, bolts and nuts with 250 psi working pressures.

C. Quality Standard

1. All tapping valves, tapping sleeves and tapping crosses shall be in features and quality equal to those of Mueller Company or M&H Manufacturing Company.

D. Test and Certification

1. Tests on tapping valves shall be in accordance with these Specifications for resilient seated gate valve or in accordance with C-509-94 for resilient seated gate valves.

E. Protection

1. Tapping Valves

a. Protection of tapping sleeves and valves shall be in accordance with these Specifications for resilient seated gate valves.

2. Tapping Sleeves and Crosses

a. Protection for tapping sleeves and crosses shall be in accordance with these Specifications for ductile pipe fittings.

F. Marking and Tagging Valves

1. Tagging of tapping valves shall be in accordance with these Specifications for resilient seated gate valves or in accordance with C-509-94 for resilient seated gate valves.

2.04 DRY-BARREL HYDRANTS

A. General

1. This standard covers post-type dry barrel hydrants with compression type valves, operating against pressure. They shall meet all requirements of ANSI/AWWA Specification C502-94.

2. They shall have two 2 1/2 inch hose connection nozzles and one 4 1/2 inch steamer connection nozzle, all with caps and drains and have national standard threads (or insert required thread standard here).

3. Main valve opening size shall be 5 1/4 inch which must remain closed when the above ground breakable safety section of the hydrant barrel is broken off.

4. All hydrants shall have 6 inch mechanical joint bell connection designed for 200 pounds working water pressure, in accordance with ANSI/AWWA C110/A21.10-93.

5. Finish paint color of the hydrant barrel above ground line shall be selected by the OWNER.

6. All hydrants shall have an automatic drain feature providing positive barrel drainage after hydrant use.

7. The lowest outlet level of the hydrant shall be located sufficiently above the indicated ground level to permit a 360° swing of a 15 inch hydrant wrench. One standard hydrant wrench is to be provided. All hydrants shall open by turning counterclockwise.

8. Where the OWNER has standardized on one particular make and model fire hydrant and desires that the hydrants furnished under this project be such standard, that make and model hydrant, namely the Mueller Super Centurion, will govern.

9. All further reference to section and paragraph numbers shall be those of ANSI/AWWA C502-94.

B. Affidavit of Compliance

1. The manufacturer shall furnish the OWNER, through the ENGINEER, 3 copies of an affidavit in accordance with Section 1, paragraph 1.7.

C. Materials

1. All materials used in the production of dry-barrel hydrants shall conform to the referenced standards for each material as set forth in Section 2 - Materials, paragraphs 2.2.1 thru 2.2.5.

D. General Design and Detailed Design

1. General Design

a. General design of hydrants shall be in accordance with Section 3, paragraph 3.1 and subparagraphs 3.1.1 thru 3.1.6.

2. Detailed Design

a. Valves

(1) Valves shall be in accordance with Section 3, paragraph 3.4.1 and subparagraphs 3.4.1.1 thru 3.4.1.4.

b. Size

(1) Hydrant size shall be in accordance with Section 3, paragraph 3.2.4, except that main valve opening diameter may not be less than 5 1/4 inches.

c. Bury-length and Trench Depth

(1) Unless otherwise noted, depth of hydrant will be 3'-6". In the event that a hydrant is installed at a location requiring greater than the "standard bury" depth, the CONTRACTOR will be required to provide the riser sections required at no additional cost to the OWNER.

d. Barrel Sections

(1) Hydrant barrel sections shall be in accordance with Section 3, paragraph 3.2.2 and subparagraphs 3.2.2.1 and 3.2.2.2 except that the flange or other joint at 2 inches above the ground line shall be a breakable joint.

e. Outlet Nozzles

(1) Hydrant outlet nozzles shall be in accordance with Section 3, paragraph 3.2.3 and subparagraph 3.2.3.1 and 3.2.3.2 except that leading shall not be used in fastening nozzles to the hydrant barrel.

f. Operating Stem and Mechanism

(1) The hydrant operating mechanism shall be in accordance with Section 3, paragraph 3.2.5 and subparagraphs 3.2.5.1 thru 3.2.5.5.

g. Drain Outlet

(1) An automatic drain outlet shall be provided. The outlet shall be located in the base or barrel or between the base and barrel. Tapping of the outlet is not required. Other features of the drain outlet shall be in accordance with Section 3, paragraphs 3.4.2 thru 3.4.2.4.

h. O-ring Seals

(1) A seal that uses O-rings shall be used. O-rings and their ring groves shall be in accordance with Section 3, paragraph 3.6.1 and subparagraph 3.6.1.1.

i. Gaskets

(1) Gaskets shall be in accordance with Section 3, paragraph 3.6.4.

j. Bolts and Nuts

(1) With the exception of flange bolts at breakable hydrant barrel section, all bolts and nuts shall be of corrosion resistant material, in accordance with Section 3, paragraph 3.7. Breakable section bolts may be of steel.

k. Hydrant Inlet

(1) The base of the hydrant shall have a side inlet provided with a hub end for mechanical joint connection provided with strapping lugs for strapping hydrant to water main to prevent separation of the hydrant and hydrant branch from the main line, or the hub end may be plain mechanical joint, provided locked type pipe joints are used between the hydrant and water main. Refer to Section 02610 of these Specifications for optional methods of restraint for fire hydrants.

E. Workmanship and Painting

1. Workmanship shall be in accordance with Section 4, paragraph 4.1 and subparagraph 4.1.1 through 4.1.3.

2. Painting shall be in accordance with Section 4, paragraph 4.2 and subparagraphs 4.2.1 through 4.2.4.

F. Inspection, Testing and Rejection

1. Testing shall be in accordance with Section 5, paragraph 5.1 and (subparagraphs 5.1.1 through 5.1.3). The ENGINEER shall be furnished 2 copies of all tests.

2. Inspection and rejection shall be in accordance with Section 5, paragraph 5.3, with 2 copies of affidavit being supplied the ENGINEER.

G. Marking and Shipping

1. Marking and shipping shall be in accordance with Section 6, paragraphs 6.1 and 6.2, except that hydrants having a depth of bury greater than the standard 3'-6", shall be given a tag number which corresponds to the hydrants plant location number. Tags, if required, shall be of durable materials and markings.

PART 3 EXECUTION

3.01 INSTALLATION (In Structures, Vaults and Basins)

A. Exterior

1. Buried valves shall be installed with operating stems vertical, unless otherwise shown on the Drawings or called for in these Specifications. Tops of operating nuts shall be not more than 30 inches below ground surface. Where valve operating nuts are more than 30 inches below tops of valve boxes, stems shall be provided to bring the operating nut to within 12 to 24 inches of box tops.

2. Valve boxes shall be accurately centered over valve operating nuts and the backfill shall be mechanically tamped about them, to prevent subsequent movement. Tops of boxes shall be flush with ground surface, paving, walk, or road surface.

3. The cost of the concrete collar, required about valve boxes, shall be included in the unit price for the valve and/or box.

4. All valves shall be installed as shown on the Drawings. Any valve found to be binding unduly shall be made to operate freely.

C. For gate valves, installation shall be in accordance with Appendix A, Sections A.5.1 through A.5.7 of ANSI/AWWA C509-94.

3.02 SHOP PAINTING

A. Interior surfaces of all valves, the exterior surfaces of buried valves and miscellaneous piping appurtenances shall be given a shop finish of an asphalt varnish conforming to Federal Specification TT-V51e for Varnish Asphalt.

B. The exterior surface of various parts of valves, operators, floorstands and miscellaneous piping shall be thoroughly cleaned of all scale, dirt, grease, or other foreign matter and thereafter 1 shop coat of an approved rust-inhibitive primer such as specified in Section 09900 shall be applied in accordance with the instructions of the paint manufacturer.

3.03 INSPECTION AND TESTING

A. The various pipelines in which the valves and appurtenances are to be installed are specified to be field tested. During these tests any defective valve or appurtenance shall be adjusted, removed and replaced, or otherwise made acceptable to the ENGINEER.

B. Various regulating valves, strainer, or other appurtenances shall be tested to demonstrate their conformance with the specified operational capabilities any deficiencies shall be corrected or the device replaced or otherwise made acceptable to the ENGINEER.

C. Testing shall be done in accordance with Section 02610 "TESTING" with no visible leaks allowed on valves.

3.04 METHOD OF PAYMENT

A. Payment for the complete system shall be included in the lump sum or unit price bid for the project and shall include the furnishing of materials, equipment and parts and installation of all components to provide a completely functional system.

END OF SECTION

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SECTION 15107

WATER METERS, SERVICE VALVES, STOPS AND MISCELLANEOUS APPURTENANCES FOR WATER LINE PROJECTS

PART 1 GENERAL

1.01 WORK INCLUDED

A. Furnish all labor, materials, and accessories to install equipment required by the Project, shown on the Drawings or specified herein, including the following:

1. Miscellaneous stops, water meter and service accessories
2. Blow-off hydrants

1.02 RELATED WORK

A. Excavation, backfill, and grading are included in Division 2.

B. Piping is included in the respective sections of Divisions 2 and 15.

C. Large plumbing valves and appurtenances are included in this Division, Section 15102.

D. Plumbing piping and fittings are included in Division 2.

1.03 QUALITY ASSURANCE

A. All equipment and appurtenances shall be products of well established firms who are fully experienced, reputable, and qualified in the manufacture of the particular equipment to be furnished. All materials of construction shall be of an acceptable type and shall be designated for the pressure and temperatures at which they are to be operated, for the materials they are to handle and for the use for which they are intended. The materials shall meet established technical standards of quality and strength necessary to assure safe installations and conform to applicable standards. The equipment shall be designed, constructed, and installed in accordance with the best practices and methods and shall comply with these Specifications as applicable.

1.04 SUBMITTALS

A. Copies of all materials required to establish compliance with these Specifications shall be submitted in accordance with the provisions of Division 1, Section 01300.

PART 2 PRODUCTS

2.01 GENERAL

A. All meters, valves, stops, and appurtenances shall be of the size shown on the Drawings and as far as possible all equipment of the same type shall be from one manufacturer.

2.02 MISCELLANEOUS STOPS

A. Corporation Stops and Accessories

1. Corporation stops to be used with threaded pipe where connected into cast iron pipe, shall be brass ground joint type with AWWA CC or CS taper thread inlets and iron pipe thread outlets for threaded iron pipe. Stops shall be Ford Type F-1600.

2. Corporation stops to be used with flared copper tubing where connected into ductile iron pipe, shall be brass ground joint type with AWWA CC or CS taper thread inlets and flared copper outlets and shall be Ford Type F-600, or equal.

3. Corporation stops to be used with plastic tubing where connected into ductile iron pipe shall be brass ground joint type with AWWA CC or CS taper thread inlets and compression connection outlets shall be Ford F-1000 or equal.

4. Corporation stops installed in plastic (PVC or PE) mains shall be attached and installed using a tapping saddle. For ASTM specification PVC pipe, the tapping saddle shall be a bronze, 2 section saddle for 2 inch through 8 inch size mains or a bronze, 3 section saddle for 10 inch and 12 inch mains, double strap, Ford "Saddlestop," S-70-603. For AWWA specification PVC pipe (C-900) use Ford S-90, or equal.

5. Corporation stops shall be factory tested to 250 psi to be compatible with the pipes in which they are installed.

B. Curb Stops and Accessories

1. Curb stops to be used with threaded pipe shall be brass inverted key round way with female threaded iron pipe connections for threaded iron pipe. Curb stops shall be Mueller H-10201, Ford, or equal.

2. Curb stops to be used with copper pipe, with flared type connections, shall be Mueller H-15200, Ford, or equal.

3. Curb stops to be used with plastic pipe shall be brass inverted key round way with compression type connections. Curb stops shall be Mueller H-15207, Ford, or equal.

4. Furnish and install with each curb stop, a cast iron curb valve box, cast iron extension type with arch pattern base, with lid marked "WATER." Also furnish 2 tee wrenches, 4 feet in length, for operation of curb stops.

2.03 WATER METER AND SERVICE ACCESSORIES

A. Water Meters

1. General

a. Where OWNER has standardized on one particular make and model meter, and desires that they be furnished on this project, then such standard, make and model, namely Neptune, will govern.

B. Water Service Accessories

1. Water Meters

a. The potable water flow shall be monitored by a disc or piston type positive displacement meter with touch read lids. The flow shall be totalized at the meter body.

b. Characteristics are as follows:

Size:	5/8 inch
Flow Range:	3/4"-2 to 30 gpm
Maximum Pressure Loss:	5/8"-10.8 psi @ 20 gpm
Register Type:	Straight reading, hermetically sealed, magnetic drive
Registration:	5/8"-10 gal. or 1 cu. ft.
Capacity:	5/8"-1,000,000j gal. or 100,000 cu. ft.
Max. Oper. Pressure:	150 psi
Connection:	As shown on the Drawings
Maincase:	Bronze
Measuring Chamber:	Bronze
Piston:	Hard rubber
Strainer:	Stainless steel or copper
Trim/Bolts:	Stainless steel
Accuracy:	Within 1.5 percent of through-put
Max. Cont. Flow Rate:	5/8"-10 gpm

c. The OWNER has standardized on one particular make and model of water meter and desires that the meters furnished under this project be such standard. That make and model water meter, namely Neptune Radio Read, 5/8-inch x ¾-inch T-10 ED2B31 RWG1SG59, Register E-Coder, R900i outside, standard register gallons, will govern.

2. Meter Coppersetters

a. Meter setters shall be iron meter yoke, riser type, vertical inlet and outlet for polyethylene pipe. They shall be 5/8" x 3/4" Ford Model No. TVBHC72-9W-66-33G. A master lock No. 1, Model #2055 shall be provided with each setter. The key shall match OWNER's existing key.

3. Meter Box and Cover/Lid

a. Meter box shall be a polyethylene box Hancor 18" x 30" (15 lbs.). The box shall be able to withstand 3,000 pounds compression. The box shall be used for both single and tandem setters. Lid to be Model WM-18 by Vestal.

b. The 18" x 30" meter box shall be as supplied by Hancor, or equal.

c. The 24" x 30" meter box shall be by Hancor.

d. The meter box cover/lid shall be a predrilled Model WM-18 by Vestal MFG.

4. Pressure reducing valves shall be Wilkins 600 LUSC.

2.04 BLOW-OFF HYDRANT ASSEMBLY

A. Blow-off hydrant shall be a preassembled unit consisting of a cast iron, lockable box at ground level, housing the valve operating nut, and 2 inch NST outlet for hose connection. Hydrant shall be fitted with 3 inch ductile iron barrel of sufficient length to allow 30 inch bury. Inlet shall be 3 inch as shown on plans.

B. Blow-off hydrant assembly shall be Eclipse No. 85 by the John C. Kupferle Foundry Co., or equal.

PART 3 EXECUTION

3.01 INSTALLATION

A. All water meters, miscellaneous water service valves, stops, and appurtenances shall be installed in locations shown, true to alignment and rigidly supported. Any damage to the above items shall be repaired to the satisfaction of the ENGINEER before they are installed.

B. All meters in boxes or vaults shall be located so that they may be easily read and serviced, and shall have 4 inches of No. 78 stone bedding in bottom of boxes in vaults.

C. After installation, all valves and appurtenances shall be tested at least 1 hour at the working pressure corresponding to the class of pipe, unless a different test pressure is specified. If any joint proves to be defective, it shall be repaired to the satisfaction of the ENGINEER.

D. All materials shall be carefully inspected for defects in workmanship and materials; all debris and foreign material cleaned out of openings, etc.; all operating mechanisms operated to check their proper functioning, and all nuts and bolts checked for tightness. Equipment which does not operate easily, or is otherwise defective, shall be repaired or replaced at no additional cost to the OWNER.

E. Blow-off hydrants shall be set at the locations as shown on the Drawings and bedded on a firm foundation.

F. the hydrant shall be tied to the pipe with suitable rods or clamps, galvanized, painted, or otherwise rustproof treated. Concrete used for backing shall be no leaner than 1 part cement, 2-1/2 parts sand, and 5-1/2 parts stone.

3.03 INSPECTION AND TESTING

A. The various pipelines in which the specified equipment is to be installed is specified to be field tested. During these tests any defective equipment shall be adjusted, removed and replaced, or otherwise made acceptable to the ENGINEER.

B. Various meters regulating valves, strainers, or other appurtenances shall be tested to demonstrate their conformance with the specified operational capabilities and any deficiencies shall be corrected or the device replaced or otherwise made acceptable to the ENGINEER.

END OF SECTION

***

Exhibit 9

Division of Water Approval

Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

June 6, 2025

Mr. William Ballard
E Clark Co Water District
118 Hopkins Ln
Winchester, KY 40392

RE: Mt. Sterling Rd & KY 89 Waterline Upgrade
Clark County, KY
E Clark Co Water District
AI #: 33859, APE20250001
PWSID #: 0250981-25-001

Dear Mr. Ballard:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 1,066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9,890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Brett Thompson at 502-782-4143.

Sincerely,

Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH:BT
Enclosures
c: Bell Engineering
Clark County Health Department
Division of Plumbing

Distribution-Major Construction

E Clark Co Water District

Facility Requirements

Activity ID No.:APE20250001

PORT0000000020 (Mt Sterling Rd & KY 89 Waterline Upgrades) 1066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line:

Narrative Requirements:

Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	The system shall be designed to maintain a minimum pressure of 20 psi at ground level at all points in the distribution system under all conditions of flow. [Recommended Standards for Water Works 8.2.1, Drinking Water General Design Criteria IV.1.a]
T-8	Water lines should be hydraulically capable of a flow velocity of 2.5 ft/s while maintaining a pressure of at least 20 psi. [Drinking Water General Design Criteria IV.1.b]
T-9	The normal working pressure in the distribution system at the service connection shall not be less than 30 psi under peak demand flow conditions. Peak demand is defined as the maximum customer water usage rate, expressed in gallons per minute (gpm), in the pressure zone of interest during a 24 hour (diurnal) time period. [Drinking Water General Design Criteria IV.1.d]
T-10	When static pressure exceeds 150 psi, pressure reducing devices shall be provided on mains or as part of the meter setting on individual service lines in the distribution system. [Drinking Water General Design Criteria IV.1.c]

PORT0000000020 (Mt Sterling Rd & KY 89 Waterline Upgrades) 1066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line:

Narrative Requirements:

Condition No.	Condition
T-11	The minimum size of water main in the distribution system where fire protection is not to be provided should be a minimum of three (3) inch diameter. Any departure from minimum requirements shall be justified by hydraulic analysis and future water use, and can be considered only in special circumstances. [Recommended Standards for Water Works 8.2.2, Drinking Water General Design Criteria IV.2.b]
T-12	Water mains not designed to carry fire-flows shall not have fire hydrants connected to them. [Recommended Standards for Water Works 8.4.1.b]
T-13	Flushing devices should be sized to provide flows which will give a velocity of at least 2.5 feet per second in the water main being flushed. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-14	No flushing device shall be directly connected to any sewer. [Recommended Standards for Water Works 8.2.4.b, Recommended Standards for Water Works 8.4.1.b]
T-15	Pipe shall be constructed to a depth providing a minimum cover of 30 inches to top of pipe. [Drinking Water General Design Criteria IV.3.a]
T-16	Water mains shall be covered with sufficient earth or other insulation to prevent freezing. [Recommended Standards for Water Works 8.7]
T-17	A continuous and uniform bedding shall be provided in the trench for all buried pipe. Backfill material shall be tamped in layers around the pipe and to a sufficient height above the pipe to adequately support and protect the pipe. Stones found in the trench shall be removed for a depth of at least six inches below the bottom of the pipe. [Recommended Standards for Water Works 8.7]
T-18	Water line installation shall incorporate the provisions of the AWWA standards and/or manufacturer's recommended installation procedures. [Recommended Standards for Water Works 8.7]
T-19	All materials used for the rehabilitation of water mains shall meet ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-20	Packing and jointing materials used in the joints of pipe shall meet the standards of AWWA and the reviewing authority. [Recommended Standards for Water Works 8.1]
T-21	All tees, bends, plugs and hydrants shall be provided with reaction blocking, tie rods or joints designed to prevent movement. [Recommended Standards for Water Works 8.7]

PORT0000000020 (Mt Sterling Rd & KY 89 Waterline Upgrades) 1066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line:

Narrative Requirements:

Condition No.	Condition
T-22	All materials including pipe, fittings, valves and fire hydrants shall conform to the latest standards issued by the ASTM, AWWA and ANSI/NSF, where such standards exist, and be acceptable to the Division of Water. [Recommended Standards for Water Works 8.1]
T-23	Water mains which have been used previously for conveying potable water may be reused provided they meet the above standards and have been restored practically to their original condition. [Recommended Standards for Water Works 8.1]
T-24	Manufacturer approved transition joints shall be used between dissimilar piping materials. [Recommended Standards for Water Works 8.1]
T-25	The minimum size of water main which provides for fire protection and serving fire hydrants shall be six?inch diameter. [Recommended Standards for Water Works 8.2, Drinking Water General Design Criteria IV.2.a]
T-26	Pipes and pipe fittings containing more than 8% lead shall not be used. All products shall comply with ANSI/NSF standards. [Recommended Standards for Water Works 8.1]
T-27	Gaskets containing lead shall not be used. Repairs to lead?joint pipe shall be made using alternative methods. [Recommended Standards for Water Works 8.1]
T-28	Pipe materials shall be selected to protect against both internal and external pipe corrosion. [Recommended Standards for Water Works 8.1]
T-29	Dead end mains shall be equipped with a means to provide adequate flushing. [Recommended Standards for Water Works 8.2]
T-30	The hydrant lead shall be a minimum of six inches in diameter. Auxiliary valves shall be installed on all hydrant leads. [Recommended Standards for Water Works 8.4.3]
T-31	A sufficient number of valves shall be provided on water mains to minimize inconvenience and sanitary hazards during repairs. [Recommended Standards for Water Works 8.3]
T-32	Wherever possible, chambers, pits or manholes containing valves, blow?offs, meters, or other such appurtenances to a distribution system, shall not be located in areas subject to flooding or in areas of high groundwater. Such chambers or pits should drain to the ground surface, or to absorption pits underground. The chambers, pits and manholes shall not connect directly to any storm drain or sanitary sewer. Blow?offs shall not connect directly to any storm drain or sanitary sewer. [Recommended Standards for Water Works 8.6]

PORT0000000020 (Mt Sterling Rd & KY 89 Waterline Upgrades) 1066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line:

Narrative Requirements:

Condition No.	Condition
T-33	At high points in water mains where air can accumulate provisions shall be made to remove the air by means of air relief valves. [Recommended Standards for Water Works 8.5.1]
T-34	Automatic air relief valves shall not be used in situations where flooding of the manhole or chamber may occur. [Recommended Standards for Water Works 8.5.1]
T-35	The open end of an air relief pipe from automatic valves shall be extended to at least one foot above grade and provided with a screened, downward?facing elbow. [Recommended Standards for Water Works 8.5.2.c]
T-36	Discharge piping from air relief valves shall not connect directly to any storm drain, storm sewer, or sanitary sewer. [Recommended Standards for Water Works 8.5.2.d]
T-37	Water pipe shall be constructed with a lateral separation of 10 feet or more from any gravity sanitary or combined sewer measured edge to edge where practical. If not practical a variance may be requested to allow the water pipe to be installed closer to the gravity sanitary or combined sewer provided the water pipe is laid in a separate trench or undisturbed shelf located on one side of the sewer with the bottom of the pipe at least 18 inches above the top of the gravity sanitary or combined sewer pipe. [Drinking Water General Design Criteria IV.3.b]
T-38	Water lines crossing sanitary, combined or storm sewers shall be laid to provide a minimum vertical distance of 18 inches between the outside of the water main and the outside of the sanitary, combined or storm sewer with preference to the water main located above the sanitary, combined or storm sewer. [Drinking Water General Design Criteria IV.3.c]
T-39	At crossings, one full length of water pipe shall be located so both joints will be as far from the sewer as possible. [Recommended Standards for Water Works 8.8.3.b]
T-40	There shall be no connection between the distribution system and any pipes, pumps, hydrants, or tanks whereby unsafe water or other contaminating materials may be discharged or drawn into the system. [Recommended Standards for Water Works 8.10.1]
T-41	Water utilities shall have a cross connection program conforming to 401 KAR 8. [Recommended Standards for Water Works 8.10.1]
T-42	Installed pipe shall be pressure tested and leakage tested in accordance with the appropriate AWWA Standards. [Recommended Standards for Water Works 8.7.6]

PORT0000000020 (Mt Sterling Rd & KY 89 Waterline Upgrades) 1066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line:

Narrative Requirements:

Condition No.	Condition
T-43	New, cleaned and repaired water mains shall be disinfected in accordance with AWWA Standard C651. The specifications shall include detailed procedures for the adequate flushing, disinfection, and microbiological testing of all water mains. In an emergency or unusual situation, the disinfection procedure shall be discussed with the Division of Water. [Recommended Standards for Water Works 8.7.7]
T-44	A minimum cover of five feet shall be provided over pipe crossing underwater. [Recommended Standards for Water Works 8.9.2]
T-45	Valves shall be provided at both ends of water crossings so that the section can be isolated for testing or repair; the valves shall be easily accessible, and not subject to flooding for pipes crossing underwater. [Recommended Standards for Water Works 8.9.2.b]
T-46	Permanent taps or other provisions to allow insertion of a small meter to determine leakage and obtain water samples on each side of the valve closest to the supply source for pipes crossing. [Recommended Standards for Water Works 8.9.2.c]

Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Rebecca W. Goodman
SECRETARY

Anthony R. Hatton
COMMISSIONER

June 6, 2025

Mr. William Ballard
E Clark Co Water District
118 Hopkins Ln
Winchester, KY 40392

RE: Mt. Sterling Rd & KY 89 Waterline Upgrade
Clark County, KY
E Clark Co Water District
AI #: 33859, APE20250001
PWSID #: 0250981-25-001

Dear Mr. Ballard:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 1,066 linear feet of 3-inch PVC water line, 70 linear feet of 3-inch ductile iron water line, 130 linear feet of 4-inch PVC water line, 9,890 linear feet of 6-inch PVC water line, 235 linear feet of 6-inch ductile iron water line, and 60 linear feet of 8-inch HDPE water line. This is to advise that plans and specifications for the above referenced project are APPROVED with respect to sanitary features of design, as of this date with the requirements contained in the attached construction permit.

If you have any questions concerning this project, please contact Brett Thompson at 502-782-4143.

Sincerely,

Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH:BT
Enclosures
c: Bell Engineering
Clark County Health Department
Division of Plumbing

Exhibit 10

Department of Highways Encroachment Permit

APPROVED

6/9/2025

Kentucky Transportation Cabinet
Department of Highways
Division of Maintenance
Permits Branch

ENCROACHMENT PERMIT

KYTC KEPT #: 07-2025-00220

Permittee: East Clark Water District

Permit Type / Subtype: Utilities / Water

Work Completion Date: 1/1/2026

INDEMNITIES		
Type	**Amount Required**	**Tracking Number**
Performance Bond	$25,000.00	CBE1058346
Cash / Check	$0.00	
Self-Insured	$0.00	
Payment Bond	$0.00	
Liability Insurance	$0.00	

This permit has been: **APPROVED** [X] **DENIED** [ ]

Robert Baker	D7 Permits	6/9/2025
SIGNATURE	**TITLE**	**DATE**

The TC 99-1(B), including the application TC-99 1(A) and all related and accompanying documents and drawings make up the permit. It is not a permit unless both the TC 99-1(A) and TC 99-1(B) are both present.

LOCATION(S)			
Description	**County - Route**	**Latitude**	**Longitude**
	Clark - US 60	38.029447	-84.101769

Kentucky811 Know what's below. Call before you dig

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

APPLICATION FOR ENCROACHMENT PERMIT

KYTC KEPT #: 07-2025-00220

SECTION 1: APPLICANT CONTACT INFORMATION

APPLICANT East Clark County Water District	**ADDRESS** 118 Hopkins Lane		
EMAIL wdballard@bellsouth.net	**CITY** Winchester	**STATE** KY	**ZIP** 40391
CONTACT NAME 1 William Ballard	**EMAIL** wdballard@bellsouth.net	**PHONE #** 859-745-1458 **CELL #** 859-808-1027	
CONTACT NAME 2 (*if applicable*)	**EMAIL**	**PHONE #** **CELL #**	

SECTION 2: PROPOSED WORK LOCATION

ADDRESS 5688-6305 US-60 (Mt. Sterling Rd.)	**CITY** Winchester		**STATE** Kentucky	**ZIP** 40391
COUNTY Clark	**ROUTE #** US-60	**MILE POINT** 12.700-13.300	**LONGITUDE** (*X*) 84°06'03" W	**LATITUDE** (*Y*) 38°01'46" N

ADDITIONAL LOCATION INFORMATION:

12.700-13.300

FOR KYTC USE ONLY

PERMIT TYPE: ☐ Air Right ☐ Entrance ☒ Utilities ☐ Vegetation Removal ☐ Other: _____

ACCESS: ☐ Full ☐ Partial ☒ by Permit **LOCATION:** ☐ Left ☐ Right ☒ Crossing

SECTION 3: GENERAL DESCRIPTION OF WORK

The work proposed within right-of-way along US-60 in the locations shown above is relating to water line crossings at various locations along the ROW. The main crossings are at the milepoints listed above, with the crossing at MP 12.75 being 85 LF of new 12" x 0.375" steel cover pipe with a 6" carrier pipe inside, and the crossing at MP 13.2 being 30 LF of new 4" DR 9 HDPE cover pipe with a 2" carrier pipe inside. Other crossings are scattered between these two points and are proposed 1-1/2" HDPE or PVC carrier pipes for 3/4" HDPE service lines. All other water line is proposed to be outside of US-60 ROW in this area. See attached drawing sheets and TC 99-209 forms.

THE UNDERSIGNED APPLICANT(s), being duly authorized representative(s) or owner(s), DO AGREE TO ALL ORIGINAL UNEDITED TERMS AND CONDITIONS ON THE TC 99-1A, pages 1-4.

William Ballard
SIGNATURE

4/7/2025
DATE

This is not a permit unless and until the applicant(s) receives an approved TC 99-1B from KYTC. This application shall become void if not approved by the cancellation date. The cancellation date shall be a minimum of one year from the date the applicant submits their application.

APPLICATION FOR ENCROACHMENT PERMIT

TERMS AND CONDITIONS

1. The permit, including this application and all related and accompanying documents and drawings making up the permit, remains in effect and is binding upon the Applicant/Permittee, its successors and assigns, as long as the encroachment(s) exists and also until the permittee is finally relieved by the Department of Highways from all its obligations.

2. Applicant shall meet all requirements of the Clean Water Act if the project will disturb one acre or more, the applicant shall obtain a KPDES KYR10 Permit from the Kentucky Division of Water. All disturbed areas shall meet the requirements of the Department of Highway's Standard Specifications, Sections 212 and 213, as amended.

3. **INDEMNITY:**
   - **A.** PERFORMANCE BOND: The permittee shall provide to the Department a performance bond according to the Permits Manual, Section PE-203 as a guarantee of conformance with the Department's Encroachment Permit requirements.
   - **B.** PAYMENT BOND: At the discretion of the department, a payment bond shall be required of the permittee to ensure payment of liquidated damages assessed to the permittee.
   - **C.** LIABILITY INSURANCE: Liability insurance shall be required of the permittee (in an amount approved by the department) to cover all liabilities associated with the encroachment.
   - **D.** It shall be the responsibility of the permittee, its successors and assigns, to maintain all indemnities in full force and effect until the permittee is authorized to release the indemnity by the Department.

4. A copy of this application and all related documents making up the approved permit shall be given to the applicant and shall be made readily available for review at the work site at all times.

5. Perpetual maintenance of the encroachment is the responsibility of the permittee, its successors and assigns, with the approval of the Department as required, unless otherwise stated.

6. Permittee, its successors and assigns, shall comply with and agree to be bound by the requirements and terms of (a) this application and all related documents making up the approved permit, (b) by the Department's Permits Manual, and (c) by the Manual on Uniform Traffic Control Devices, both manuals as revised to and in effect on the date of issuance of the permit, all of which documents are made a part thereof by this reference. Compliance by the permittee, its successors and assigns, with subsequent revisions to applicable provisions of either manual or other policy of the Department may be made a condition of allowing the encroachment to persist under the permit.

7. Permittee agrees that this and any encroachment may be ordered removed by the Department at any time, and for any reason, upon thirty days written notice to the last known address of the applicant or to the address at the location of the encroachment. The permittee agrees that the cost of removing and of restoring the associated right-of-way is the responsibility of the permittee, its successors and assigns.

8. Permittee, its successors and assigns, agree that if the Department determines that motor vehicular safety deficiencies develop as a result of the installation or use of the encroachment, the permittee, its successors and assigns, shall provide and bear the expenses to adjust, relocate, or reconstruct the facilities, add signs, auxiliary lanes, or other corrective measures reasonably deemed necessary by the Department within a reasonable time after receipt of a written notice of such deficiency. The period within which such adjustments, relocations, additions, modifications, or other corrective measures must be completed will be specified in the notice.

9. Where traffic signals are required as a condition of granting the requested permit or are thereafter required to correct motor vehicular safety deficiencies, as determined by the Department, the costs for signal equipment and installation(s) shall be borne by the permittee, its successors and assigns and the Department in its reasonable discretion and only in accordance with the Department's current policy set forth in the Traffic Operations Manual and Permits Manual. Any modifications to the permittee's entrance necessary to accommodate signalization (including necessary easement(s) on private property) shall be the responsibility of the permittee, its successors and assigns, at no expense to the Department.

APPLICATION FOR ENCROACHMENT PERMIT

10. The requested encroachment shall not infringe on the frontage rights of an abutting owner without their written consent as hereinafter described. Each abutting owner shall express their consent, which shall be binding on their successors and assigns, by the submission of a notarized statement as follows, "I (we), _____, hereby consent to the granting of the permit requested by the applicant along Route _____, which permit does affect frontage rights along my (our) adjacent real property." By signature(s) _____, subscribed and sworn by _____, on this date _____.

11. The permit, if approved, is subject to the agreement that it shall not interfere with any similar rights or permit(s) previously granted to any other party, except as otherwise provided by law.

12. Permittee shall include documentation which describes the facilities to be constructed. Permittee, its successors and assigns, agree as a condition of the granting of the permit to construct and maintain any and all permitted facilities or other encroachments in strict accordance with the submitted and approved permit documentation and the policies and procedures of the Department. Permittee, its successors and assigns, shall not use facilities authorized herein in any manner contrary to that prescribed by the approved permit. Only normal usage as contemplated by the parties and by this application and routine maintenance are authorized by the permit.

13. Permittee, its successors and assigns, at all times from the date permitted work is commenced until such time as all permitted facilities or other encroachments are removed from the right-of-way and the right-of-way restored, **shall defend, protect, indemnify and save harmless** the Department from any and all liability claims and demands arising out of the work, encroachment, maintenance, or other undertaking by the permittee, its successors and assigns, related or undertaken pursuant to the granted permit, due to any claimed act or omission by the permittee, its servants, agents, employees, or contractors. This provision shall not inure to the benefit of any third party nor operate to enlarge any liability of the Department beyond that existing at common law or otherwise if this right to indemnity did not exist.

14. Upon a violation of any provision of the permit, or otherwise in its reasonable discretion, the Department may require additional action by the permittee, its successors and assigns, up to and including the removal of the encroachment and restoration of the right-of-way. In the event additional actions required by the Department under the permit are not undertaken as ordered and within a reasonable time, the Department may in its discretion cause those or other additional corrective actions to be undertaken and the Department shall recover the reasonable costs of those corrective actions from the permittee, its successors and assigns.

15. Permittee, its successors and assigns, shall use the encroachment premises in compliance with all requirements of federal law and regulation, including those imposed pursuant to Title VI of the Civil Right Act of 1964 (42 U.S.C. § 2000d et seq.) and the related regulations of the U.S. Department of Transportation in Title 49 C.F.R. Part 21, all as amended.

16. Permittee, its successors and assigns, agree that if the Department determines it is necessary for the facilities or other encroachment authorized by the permit to be removed, relocated or reconstructed in connection with the reconstruction, relocation or improvement of a highway, the Department may revoke permission for the encroachment to remain under the permit and may order its removal, relocation or reconstruction by the permittee, its successors and assigns, at the expense of the permittee, except where the Department is required by law to pay any or all of those costs.

APPLICATION FOR ENCROACHMENT PERMIT

17. Permittee agrees that the authorized permit is personal to the permittee and shall remain in effect until such time as (a) the permittee's rights to the adjoining real property to have benefitted from the requested encroachment have been relinquished, (b) until all permit obligations have been assumed by appropriate successors and assigns, and (c) unless and until a written release from permit obligations has been granted by the Department. The permit and its requirements shall also bind the real property to have benefitted from the requested encroachment to the extent permitted by law. The permit and the related encroachment become the responsibility of the successors and assigns of the permittee and the successors and assigns of each property owner benefitting from the encroachment, or the encroachment may not otherwise permissibly continue to be maintained on the right-of-way. (Does not apply to utility encroachments serving the general public.)

18. If work authorized by the permit is within a highway construction project in the construction phase, it shall be the responsibility of the permittee to make personal contact with the Department's Engineer on the project in order to coordinate all permitted work with the Department's prime contractor on the project.

19. This permit is not intended to, nor shall it, affect, alter or alleviate any requirement imposed upon the permittee, its successors and assigns, by any other agency.

20. Permittee, its successors and assigns, agree to contain and maintain all dirt, mud, and other debris emanating from the encroachment away from the surrounding right-of-way and the travel way of the highway hereafter and at all times that its obligations under the permit remain in effect.

21. Before You Dig: The contractor is instructed to call 1-800-752-6007 to reach KY 811, the One-Call system for information on the location of existing underground utilities. The call is to be placed a minimum of two (2) and no more than ten (10) business days prior to excavation. The contractor should be aware that the owners of underground facilities are not required to be members of the KY 811 One-Call Before U-Dig (BUD) service. The contractor must coordinate excavation with the utility owners, including those whom do not subscribe to KY 811. It may be necessary for the contractor to contact the County Clerk to determine what utility companies have facilities in the area.

22. The undersigned Utility acknowledges ownership and control of the facilities proposed to be installed, modified, or extended by the Applicant/Permittee and agrees to be bound by the requirements and terms of this application and all related documents making up the approved permit, by the Department's Permits Guidance Manual, and by all applicable regulations and statutes in effect on the date of issuance of the permit. This information and application is certified correct to the best knowledge and belief of the undersigned Utility.

East Clark County Water District
UTILITY

William Ballard
NAME (Utility Representative)

General Manager
TITLE (Utility Representative)

William Ballard
SIGNATURE (Utility Representative)

4/7/2025
DATE

Kentucky 811 Know what's below. Call before you dig.

To Submit a Locate Request
24 Hours a Day, Seven Days a Week:
Call 811 or 800-752-6007

Exhibit 11

Affidavit of Publication

McClatchy

The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
	16905	Legal Ad - IPL0244541	CONTRACT 415-24-02	3.0	264.0L

ATTENTION: East Clark County Water District IP
PO Box 112
Winchester, KY 40392

ADVERTISEMENT FOR BIDS
CONTRACT 415-24-02
MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

Sealed proposals for the following work will be received by the East Clark County Water District, Clark County, Kentucky at the East Clark County Water District office, 118 Hopkins Lane, Winchester, Kentucky 40391, until 2:00 p.m., local time, Tuesday, July 8, 2025, for furnishing labor and materials and performing all work as set forth by the Advertisement, General Conditions, Specifications, and/or Drawings prepared by Bell Engineering. Immediately following the scheduled closing time for the reception of bids, all proposals which have been submitted in accordance with the above conditions will be publicly opened and read aloud.

The work to be bid is described as follows:

CONTRACT 415-24-02
Mt. Sterling Road and KY 89 Water Line Upgrade shall consist of the following:

Upgrade of miscellaneous PVC water lines and accessories. See Form of Proposal for approximate quantities.

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

East Clark County Water District
118 Hopkins Lane
Winchester, Kentucky 40391

Bell Engineering
2480 Fortune Drive, Suite 350
Lexington, Kentucky 40509

and various planning agencies, or may be obtained from **Lynn Imaging, Inc., 328 Old Vine Street, Lexington, Kentucky 40507, phone 859/255-1021**, upon receipt of non-refundable deposit as follows:

CONTRACT 415-24-02 - $175.00

Sealed proposals for this Contract shall be clearly marked on the outside of the envelope as follows:

"Sealed Proposal for Contract 415-24-02. Not to be opened until 2:00 p.m., local time, Tuesday, July 8, 2025."

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the East Clark County Water District, P.O. Box 112, Winchester, Kentucky 40392, allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for receipt of proposals.

Bids shall be accompanied by a certified check or bid bond made payable to the East Clark County Water District, Winchester, Kentucky, in an amount not less than the percent of the base bid indicated in Specification Section 00200, Instructions to Bidders, Bid Security. No bidder may withdraw his bid for a period of 90 days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified shall not be considered and will be returned unopened to the bidder.

The attention of all contractors is called to the fact that any contract awarded under this Advertisement for Bids is expected to be funded in part by a State Revolving Fund loan from the Kentucky Infrastructure Authority (KIA).

The OWNER's share will be provided from current funds on hand and/or from revenue bonds.

Work to be performed by contractors involved in this project is subject to the minimum wage rates established by the U.S. Department of Labor under the provisions of the Davis Bacon Act and the Kentucky Department of Labor, as set forth in Chapter 337 of the Kentucky Revised Statutes (per amendments adopted by the 1970 General Assembly). Contractors will be required to pay whichever minimum wage rate is higher for the individual crafts.

The federal wage rate determination will be incorporated into the Specifications by an addendum issued prior to the scheduled bidding date, if applicable.
Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex or national origin. Where the President's Executive Order No. 11246 is shown, Executive Order No. 11375 also applies.

Bidders must make positive efforts to secure small or minority owned business enterprise participation in this Project.

Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti Kickback Act, the Contract Work Hours Standard Act, and the Davis Bacon Act.

Bidders must certify that they do not and will not maintain or provide for their employees any facilities that are segregated or based on race, color, creed, or national origin.

Bidders must show a certification of prior work under Executive Order 11246 (Equal Employment Opportunity) as amended.

All contractors and subcontractors must comply with 41 CFR 60-4, in regard to affirmative action. This is to ensure equal opportunity to females and minorities, and apply the time tables and goals set forth in 41 CFR 60-4.

Neither the United States nor any of its departments, agencies or employees is or will be a party to this Invitation for Bids or any resulting contract. This procurement is subject to the requirements outlined in the Kentucky Infrastructure Supplemental General Conditions.

The East Clark County Water District may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the Specifications and may waive any informalities or reject any and all bids.

EAST CLARK COUNTY WATER DISTRICT
Teddy Marcum, Chairman

IPL0244541
Jun 18 2025

STATE OF)

KENTUCKY) AFFIDAVIT

COUNTY OF FAYETTE)

I, the undersigned, makes oath that the advertisment, was published in the Lexington Herald-Leader, a newspaper published in Fayette County, State and County aforesaid, in the issue(s) of

1.0 insertion(s) published on:
06/18/25 Print

Print Tearsheet Link

Marketplace Link

Shannon Gray

Sworn to and subscribed before me on Jun 18, 2025, 4:52 PM EDT

Online Notary Public. This notarial act involv the use of online audio/video communicatior technology. Notarization facilitated by SIGNi

SHERRY L SHASTEEN
NOTARY PUBLIC
STATE OF TEXAS
COMMISSION NUMBER

ADVERTISEMENT FOR BIDS
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EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

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The East Clark County Water District may consider informal any bid not prepared and submitted in accordance with the provisions of this advertisement and/or the Specifications and may waive any informalities or reject any and all bids.

EAST CLARK COUNTY WATER DISTRICT
Teddy Marcum, Chairman

IPL0244541
Jun 18 2025

Exhibit 12

Engineer’s Recommendation of Award Letter

July 17, 2025

East Clark County Water District
PO Box 112
Winchester, Kentucky 40392
Attn: Mr. William Ballard, General Manager

Subject: **Recommendation for Award**
Contract 415-24-04
Mt. Sterling Road and KY 89 Water Line Upgrade
East Clark County Water District
Winchester, Clark County, Kentucky

Dear Mr. Ballard:

We are pleased to submit our recommendation for award of the subject contract. Following the July 8, 2025 bid opening, we reviewed, mathematically checked, and tabulated all bids received. Enclosed please find a copy of the Certified Bid Tabulation for your review and acceptance as desired.

Contractor interest in your project was good, with four (4) bids received. The project apparent low bid totaled $850,176.54 compared to Bell Engineering's Opinion of Probable Construction Cost (OPCC) of $1,187,000.00. The low bid was $336,823.46 below the Engineer's As-Designed OPCC. After reviewing the bids and mathematically checking the bid tabulation it was determined that there were math errors in two (2) bids, however, it did not affect the low bidder, which was determined to be H&B Construction. After checking references and reviewing the previous 5 years of work experience, it was determined that the low bidder was responsible and responsive to the bid requirements.

Bidder Rank	Bidder Name	Bid Amount	Difference Above Low
1	H&B Construction	$850,176.54	N/A
2	G&W Construction Company, Inc.	$1,218,384.00	$368,207.46
3	United Pipeline Inc.	$1,562,827.00	$712,650.46
4	ROE Enterprises, Inc. dba Swart Pipeline Contracting	$2,015,805.50	$1,165,628.96
Engineer's Opinion of Probable Construction Cost		$1,187,000.00	$336,823.46

205 E. Mt. Vernon Street, Somerset, KY 42501
(606) 485-4011 • hkbell.com

The low bidder, H&B Construction of Winchester, Kentucky, has been contacted and have informed us that they are satisfied with their bid and are capable of performing the work to a satisfactory level. References for the company indicate that they are capable of performing the work. We believe them to be capable of completing Contract 415-24-02 and recommend the contract be awarded to them as bid for a Total Contract Amount of $850,176.54.

If the preceding is acceptable, we suggest the East Clark County Water District pass a resolution of award of the contract, and advise Bell Engineering to distribute contract documents for execution. We will be happy to meet with you to discuss bid results at your convenience, if desired. Should you have any questions about this or any other matter, please do not hesitate to call.

Sincerely,
Bell Engineering

Michael A. Lile, P.E.
Project Manager

Enclosure
cc: Bell Engineering File

205 E. Mt. Vernon Street, Somerset, KY 42501
(606) 485-4011 • hkbell.com

CONTRACT 415-24-02 **MT. STERLING ROAD AND KY 89**
WATER LINE UPGRADE
EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY, KENTUCKY

We certify that the following is a true and complete tabulation of all bids received by the East Clark County Water District on July 8, 2025, for the titled project.

BELL ENGINEERING

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	H&B Construction Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	G&W Construction Company Inc. Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	United Pipeline, Inc. Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Roe Enterprises Inc. dba Swartz Pipeline Contracting Total	
	If the Contract is to be awarded, it will be awarded to the lowest responsive, responsible Bidder whose evaluation by the OWNER indicates to the OWNER that the award is in the best interest of the Project.											
	DIVISION A--MT. STERLING ROAD (U.S. 60)											
	Little Stoner Creek Area											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,963	L.F.	$33.00	$97,779.00	$42.00	$124,446.00	$62.00	$183,706.00	$48.50	$143,705.50	
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	85	L.F.	$78.95	$6,710.75	$90.00	$7,650.00	$96.00	$8,160.00	$52.60	$4,471.00	
3.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	65	L.F.	$28.16	$1,830.40	$39.00	$2,535.00	$57.00	$3,705.00	$45.50	$2,957.50	
4.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	5	Each	$1,789.50	$8,947.50	$2,500.00	$12,500.00	$2,500.00	$12,500.00	$2,015.80	$10,079.00	
5.	3-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$3,398.71	$3,398.71	$5,086.00	$5,086.00	$4,700.00	$4,700.00	$3,500.00	$3,500.00	
6.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete	85	L.F.	$86.96	$7,391.60	$153.00	$13,005.00	$100.00	$8,500.00	$85.00	$7,225.00	
7.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation	85	L.F.	$350.00	$29,750.00	$475.00	$40,375.00	$310.00	$26,350.00	$360.00	$30,600.00	
8.	12-Inch DR 11, HDPE Direction Drill Creek Crossing, Sta. 17+32 to Sta. 17+92, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$29,925.70	$29,925.70	$20,000.00	$20,000.00	$51,700.00	$51,700.00	$18,600.00	$18,600.00	
9.	12-Inch DR 11, HDPE Directional Drill Creek Crossing, Sta. 25+65 to Sta. 26+05, Including 8-Inch DR 9, HDPE Carrier Pipe, and HDPE Transition Fittings, Complete	1	L.S.	$35,075.70	$35,075.70	$25,000.00	$25,000.00	$51,700.00	$51,700.00	$18,600.00	$18,600.00	
10.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	2	Each	$3,387.85	$6,775.70	$7,897.00	$15,794.00	$5,300.00	$10,600.00	$4,250.00	$8,500.00	*
11.	Cut, Cap, and Block Existing 6-Inch Line, Complete	2	Each	$500.00	$1,000.00	$3,500.00	$7,000.00	$1,000.00	$2,000.00	$1,450.00	$2,900.00	*
12.	Cut, Cap, and Block Existing 3-Inch Line, Complete	1	Each	$500.00	$500.00	$2,500.00	$2,500.00	$1,000.00	$1,000.00	$1,250.00	$1,250.00	
13.	3/4-Inch HDPE Service Pipe, with 1-1/2 Inch PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	250	L.F.	$10.00	$2,500.00	$18.00	$4,500.00	$70.00	$17,500.00	$12.50	$3,125.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total
14.	4-Inch DR 9, HDPE Directional Drill Road Crossing, with 2-Inch DR 9, HDPE Carrier Pipe, and Necessary HDPE Transition Fittings, Complete	65	L.F.	$382.00	$24,830.00	$42.00	$2,730.00	$110.00	$7,150.00	$220.00	$14,300.00
15.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	10	Each	$1,374.88	$13,748.80	$2,520.00	$25,200.00	$3,100.00	$31,000.00	$1,450.00	$14,500.00 *
16.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	10	Each	$475.45	$4,754.50	$800.00	$8,000.00	$150.00	$1,500.00	$850.00	$8,500.00
17.	Test Meter Assembly, Furnish and Install, Complete	2	Each	$3,226.24	$6,452.48	$3,200.00	$6,400.00	$5,300.00	$10,600.00	$2,500.00	$5,000.00
18.	Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$4,081.49	$4,081.49	$6,766.00	$6,766.00	$8,500.00	$8,500.00	$10,500.00	$10,500.00
19.	Automatic Air Release Assembly, Furnish and Install, Complete	2	Each	$1,030.22	$2,060.44	$2,250.00	$4,500.00	$1,200.00	$2,400.00	$3,200.00	$6,400.00
20.	2-Inch DR 9, HDPE Service Line Reconnection, Including 20 L.F. Service Line and HDPE Transition Fittings, Complete	1	L.S.	$1,638.08	$1,638.08	$3,400.00	$3,400.00	$1,000.00	$1,000.00	$2,800.00	$2,800.00
21.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00
22.	Line Locator Marker, Furnishing and Install, Complete	14	Each	$55.00	$770.00	$200.00	$2,800.00	$40.00	$560.00	$100.00	$1,400.00
23.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00
24.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00
25.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
26.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00
	SUBTOTAL DIVISION A				$308,535.85		$365,012.00		$468,631.00		$363,193.00 *
DIVISION B--DYKES LANE AREA											
1.	4-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	130	L.F.	$30.80	$4,004.00 *	$39.00	$5,070.00	$62.00	$8,060.00	$45.50	$5,915.00
2.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	3	Each	$1,525.01	$4,575.03	$2,292.00	$6,876.00	$2,000.00	$6,000.00	$2,250.00	$6,750.00
3.	Cut into Existing 4-Inch Line, Furnish and Install Flushing Hydrant per Detail, and Three 4-Inch Hymax, or Equal, Transition Fittings, Complete	1	L.S.	$6,669.38	$6,669.38	$8,500.00	$8,500.00	$7,000.00	$7,000.00	$8,500.00	$8,500.00
4.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	15	Ton	$26.50	$397.50	$45.00	$675.00	$60.00	$900.00	$48.00	$720.00
5.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$55.00	$110.00	$200.00	$400.00	$40.00	$80.00	$100.00	$200.00

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6.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
7.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$32.00	$320.00	$45.00	$450.00	$80.00	$800.00	$48.00	$480.00
	SUBTOTAL DIVISION B				$21,075.91 *		$24,471.00		$24,040.00		$47,565.00
DIVISION C--KY 89, STA. 0+00 TO STA. 26+15											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,615	L.F.	$33.00	$86,295.00	$42.00	$109,830.00	$62.00	$162,130.00	$45.50	$118,982.50
2.	3/4-Inch or 1-Inch HDPE Service Pipe, with PVC or HDPE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	340	L.F.	$5.00	$1,700.00	$18.00	$6,120.00	$70.00	$23,800.00	$12.50	$4,250.00
3.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	6	Each	$1,374.88	$8,249.28	$2,520.00	$15,120.00	$3,100.00	$18,600.00	$1,450.00	$8,700.00
4.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	6	Each	$475.45	$2,852.70	$800.00	$4,800.00	$150.00	$900.00	$850.00	$5,100.00
5.	Automatic Air Release Assembly, Furnish and Install, Complete	1	Each	$1,030.22	$1,030.22	$2,250.00	$2,250.00	$1,200.00	$1,200.00	$3,200.00	$3,200.00
6.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00
7.	Line Locator Marker, Furnishing and Install, Complete	5	Each	$55.00	$275.00	$200.00	$1,000.00	$40.00	$200.00	$100.00	$500.00
8.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00
9.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00
10.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00
11.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00
	SUBTOTAL DIVISION C				$119,017.20		$163,945.00		$230,630.00		$185,012.50
DIVISION D--KY 89, STA. 26+16 TO STA. 69+91											
Section 1											
1.	6-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	2,940	L.F.	$33.00	$97,020.00	$42.00	$123,480.00	$62.00	$182,280.00	$45.50	$133,770.00
2.	6-Inch Class 350, Restrained Joint, Ductile Iron Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	50	L.F.	$78.95	$3,947.50	$90.00	$4,500.00	$96.00	$4,800.00	$52.60	$2,630.00

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total	
3.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	8	Each	$1,789.50	$14,316.00	$2,500.00	$20,000.00	$2,500.00	$20,000.00	$2,015.00	$16,120.00	
4.	12-Inch x 0.312-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	50	L.F.	$86.96	$4,348.00	$153.00	$7,650.00	$100.00	$5,000.00	$85.00	$4,250.00	
5.	Bore and/or Jack for 12-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	50	L.F.	$350.00	$17,500.00	$475.00	$23,750.00	$310.00	$15,500.00	$360.00	$18,000.00	
6.	12-Inch x 0.312-Inch Coated Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at Gas Line Crossings	150	L.F.	$86.96	$13,044.00	$153.00	$22,950.00	$160.00	$24,000.00	$360.00	$54,000.00	
7.	6-Inch Tapping Sleeve, Valve, Box, Concrete Collar, Complete	1	Each	$3,387.85	$3,387.85	$5,897.00	$5,897.00	$5,300.00	$5,300.00	$4,250.00	$4,250.00	
8.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$2,130.00	$2,130.00	$3,500.00	$3,500.00	$2,500.00	$2,500.00	$3,600.00	$3,600.00	
9.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$500.00	$500.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00	
10.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	2,225	L.F.	$9.10	$20,247.50	$18.00	$40,050.00	$70.00	$155,750.00	$12.50	$27,812.50	
11.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	31	L.F.	$1,374.88	$42,621.28	$2,520.00	$78,120.00	$3,100.00	$96,100.00	$1,450.00	$44,950.00	
12.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, and 5 L.F. of Service Line, Complete	31	Each	$475.45	$14,738.95	$800.00	$24,800.00	$150.00	$4,650.00	$850.00	$26,350.00	
13.	Flushing Hydrant Assembly, Furnish and Install, Complete	2	Each	$4,081.49	$8,162.98	$6,766.00	$13,532.00	$8,500.00	$17,000.00	$10,500.00	$21,000.00	
14.	Gas Line Crossing Test Station with Detectable Wire to Water Line, Complete	4	Each	$150.00	$600.00	$200.00	$800.00	$3,000.00	$12,000.00	$150.00	$600.00	
15.	Cut into Existing 6-Inch Line, Furnish and Install Two 6-Inch Gate Valve, Boxes, Concrete Collars, Flushing Hydrant per Detail, All Ductile Iron, Mechanical Joint Sleeves, Complete	1	L.S.	$9,203.63	$9,203.63	$2,800.00	$2,800.00	$7,300.00	$7,300.00	$4,500.00	$4,500.00	
16.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	210	Ton	$26.50	$5,565.00	$45.00	$9,450.00	$60.00	$12,600.00	$48.00	$10,080.00	
17.	Line Locator Marker, Furnishing and Install, Complete	12	Each	$55.00	$660.00	$200.00	$2,400.00	$40.00	$480.00	$100.00	$1,200.00	
18.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$20.00	$1,000.00	$95.00	$4,750.00	$80.00	$4,000.00	$80.00	$4,000.00	*
19.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	50	L.F.	$125.00	$6,250.00	$140.00	$7,000.00	$80.00	$4,000.00	$80.00	$4,000.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	H&B Construction Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	G&W Construction Company Inc. Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	United Pipeline, Inc. Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Roe Enterprises Inc. Total	
20.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,500.00	$25,000.00	
21.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	25	Ton	$32.00	$800.00	$45.00	$1,125.00	$80.00	$2,000.00	$48.00	$1,200.00	
	Subtotal Section 1				$271,042.69		$402,554.00		$577,460.00		$408,762.50	*
Section 2--Hill Top Drive												
1.	3-Inch Class 250, SDR 17 PVC Pipe, Furnishing, Trenching, Bedding, Laying and Backfilling, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	980	L.F.	$6.00	$5,880.00	$39.00	$38,220.00	$55.00	$53,900.00	$45.50	$44,590.00	
2.	4-Inch DR 9 HDPE Pipe Installed in Cover Pipe, Including Compact Ductile Iron, Mechanical Joint Fittings, Detectable Wire, Unclassified Excavation, Complete	71	L.F.	$26.00	$1,846.00	$42.00	$2,982.00	$54.00	$3,834.00	$85.00	$6,035.00	
3.	8-Inch x 0.375-Inch Steel Cover Pipe, Including Loading Carrier Pipe, in Cover Pipe, Including Spacers and End Seals, Furnish and Install, Complete, at KY 89	71	L.F.	$78.00	$5,538.00	$146.00	$10,366.00	$72.00	$5,112.00	$85.00	$6,035.00	
4.	Bore and/or Jack for 8-Inch Steel Cover Pipe, Complete, Unclassified Excavation, under KY 89	71	L.F.	$350.00	$24,850.00	$450.00	$31,950.00	$300.00	$21,300.00	$360.00	$25,560.00	
5.	4-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	1	Each	$1,525.01	$1,525.01	$2,292.00	$2,292.00	$2,300.00	$2,300.00	$2,250.00	$2,250.00	
6.	Cut, Cap, and Block Existing 3-Inch Line, Complete	2	Each	$500.00	$1,000.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$1,250.00	$2,500.00	
7.	3/4-Inch or 1-Inch PE Service Pipe, with 1-1/2 Inch PVC or PE Cover Pipe, Detectable Wire, Furnishing, Trenching, Bedding, Laying and Backfilling, or by Jacking, Unclassified Excavation, Complete	225	L.F.	$9.10	$2,047.50	$18.00	$4,050.00	$70.00	$15,750.00	$12.50	$2,812.50	
8.	5/8-Inch x 3/4-Inch Meter Setting, Including Meter Yoke, PRV, Box, Cover, Corporation Stop, Saddle, Tap, Exploration, Search, Furnish and Install, Complete, Reinstall Existing Meter	13	Each	$1,374.88	$17,873.44	$2,520.00	$32,760.00	$3,100.00	$40,300.00	$1,450.00	$18,850.00	*
9.	Reconnect to Existing Service Line on Customer's Side of Water Meter Box, Including Exploration, Search, All Needed Fittings, and Cut, Cap, and Block Existing Service Line, Complete	13	Each	$475.45	$6,180.85	$800.00	$10,400.00	$150.00	$1,950.00	$850.00	$11,050.00	
10.	Test Meter Assembly, Furnish and Install, Complete	1	Each	$3,226.24	$3,226.24	$3,200.00	$3,200.00	$4,500.00	$4,500.00	$2,500.00	$2,500.00	
11.	No. 2 Post-Flushing Hydrant Assembly, Furnish and Install, Complete	1	Each	$6,129.85	$6,129.85	$7,200.00	$7,200.00	$5,000.00	$5,000.00	$3,600.00	$3,600.00	
12.	Crushed Rock on Trench Surface (_____ L.F. x 225 lbs/2000 lbs = _____ Tons)	90	Ton	$26.50	$2,385.00	$45.00	$4,050.00	$60.00	$5,400.00	$8,500.00	$765,000.00	*
13.	Line Locator Marker, Furnishing and Install, Complete	2	Each	$55.00	$110.00	$600.00	$1,200.00	$40.00	$80.00	$100.00	$200.00	
14.	2-Inch Thickness Bituminous Surface Replacement, Trench Width, on Streets, Drives and Roads, Complete	750	L.F.	$20.00	$15,000.00	$95.00	$71,250.00	$80.00	$60,000.00	$80.00	$60,000.00	
15.	4-Inch Thickness Concrete Surface Replacement, with Resteel, Trench Width, on Streets, Drives and Roads, Complete	70	L.F.	$125.00	$8,750.00	$140.00	$9,800.00	$80.00	$5,600.00	$80.00	$5,600.00	

Item No.	Item	Quantity	Unit	H&B Construction 110 Sewell Shop Road Winchester, Kentucky 40391 Unit Price	Total	G&W Construction Company Inc. 6730 Flemingsburg Road Morehead, Kentucky 40351 Unit Price	Total	United Pipeline, Inc. 150 Hill Road Tompkinsville, Kentucky 42167 Unit Price	Total	Roe Enterprises Inc. dba Swartz Pipeline Contracting P.O. Box 44 87 Elk Lick Road Olympia, Kentucky 40358 Unit Price	Total
16.	Extra for Mechanical Tamping of Trench Backfill, Only on Order of the Engineer	10	C.Y.	$500.00	$5,000.00	$250.00	$2,500.00	$120.00	$1,200.00	$2,000.00	$20,000.00
17.	Extra for KYTC Specification No. 2 Crushed Rock, Liner, or Stone for Stabilization Channel, Only on Order of the Engineer	10	Ton	$32.00	$320.00	$45.00	$450.00	$80.00	$800.00	$48.00	$480.00
	Subtotal Section 2				$107,661.89 *		$237,670.00		$229,026.00		$977,062.50 *
	SUBTOTAL DIVISION D, SECTIONS 1 AND 2				$378,704.58 *		$640,224.00		$806,486.00		$1,385,825.00 *
DIVISION E--CUT-IN/FLUSH HYDRANTS											
1.	6-Inch Ductile Iron, Mechanical Joint Resilient Seated Gate Valve, Box, Concrete Collar, Complete	4	Each	$1,789.50	$7,158.00	$2,500.00	$10,000.00	$2,500.00	$10,000.00	$2,015.00	$8,060.00
2.	Cut, Cap, and Block Existing 6-Inch Line, Complete	1	Each	$500.00	$500.00	$3,500.00	$3,500.00	$1,000.00	$1,000.00	$1,450.00	$1,450.00 *
3.	Flushing Hydrant Assembly, with Concrete Guard Posts, Furnish and Install, Complete	2	Each	$6,500.00	$13,000.00	$3,766.00	$7,532.00	$9,500.00	$19,000.00	$10,500.00	$21,000.00
4.	Line Locator Marker, Furnishing and Install, Complete	1	Each	$55.00	$55.00	$200.00	$200.00	$40.00	$40.00	$100.00	$100.00
5.	Cut and Tie-in to Existing 6-Inch Line at Existing KY 89 Road Water Line, Including 6-Inch Hymax, or Equal, Coupling, Complete	1	Each	$2,130.00	$2,130.00	$3,500.00	$3,500.00	$3,000.00	$3,000.00	$3,600.00	$3,600.00
	SUBTOTAL DIVISION E				$22,843.00 *		$24,732.00		$33,040.00		$34,210.00 *
SUMMARY											
	DIVISION A--MT. STERLING ROAD (U.S. 60)				$308,535.85		$365,012.00		$468,631.00		$363,193.00
	DIVISION B--DYKES LANE AREA				$21,075.91 *		$24,471.00		$24,040.00		$47,565.00
	DIVISION C--KY 89, STA. 0+00 TO STA. 26+15				$119,017.20		$163,945.00		$230,630.00		$185,012.50
	DIVISION D--KY 89, STA. 26+16 TO STA. 69+91				$378,704.58 *		$640,224.00		$806,486.00		$1,385,825.00 *
	DIVISION E--CUT-IN/FLUSH HYDRANTS				$22,843.00 *		$24,732.00		$33,040.00		$34,210.00 *
	TOTAL BID CONTRACT 415-24-02				**$850,176.54** *		**$1,218,384.00**		**$1,562,827.00**		**$2,015,805.50** *

* Corrected math error.

Exhibit 13

Board Resolution Awarding Contract

RESOLUTION NO. 2025-07-01

RESOLUTION OF EAST CLARK COUNTY WATER DISTRICT ACCEPTING LOWEST AND BEST BID AND AWARDING CONTRACT FOR THE MT. STERLING ROAD AND KY 89 WATER LINE UPGRADE PROJECT

WHEREAS, East Clark County Water District (the "District") caused to be published in the June 18, 2025 edition of the *Lexington Herald-Leader* an advertisement for bids for the Mt. Sterling Road and KY 89 Water Line Upgrade Project (the "Contract" or "Project") in accordance with the provisions of KRS Chapter 424;

WHEREAS, four (4) firms submitted bids on the Contract in accordance with the terms of the advertisements and the Bid Specifications;

WHEREAS, H&B Construction ("H&B") submitted the lowest of the four (4) bids with a bid of $850,176.54, to construct the entire Project;

WHEREAS, the Kentucky Infrastructure Authority ("KIA") has approved a $841,383 loan from the Infrastructure Revolving Loan Fund (KIA Loan B25-008) and a $748,617 grant from the Cleaner Water Program (grant number 22CWW028) to construct the Project;

WHEREAS, Bell Engineering ("Bell") has recommended that the District award the Contract to construct the Mt. Sterling Road and KY 89 Water Line Upgrade Project to H&B.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF EAST CLAK COUNTY WATER DISTRICT AS FOLLOWS:

Section 1. The facts, recitals, and statements contained in the foregoing preamble of this Resolution are true and correct and are hereby affirmed and incorporated as a part of this Resolution.

Section 2. The Board of Commissioners hereby accepts the recommendation of Bell.

Section 3. The Board of Commissioners hereby declares the bid of H&B in the amount of $850,176.54 to construct the Project to be the lowest and best bid.

Section 4. H&B is awarded the Contract contingent upon the Kentucky Public Service Commission ("PSC") granting a Certificate of Public Convenience and Necessity and approving the financing as proposed by the District.

Section 6. The Chairman is authorized and directed as follows: (a) to execute the Notice of Award; (b) to execute the Agreement; (c) to execute the Notice to Proceed; and (d) to take any and all other actions reasonably necessary to implement the award of the Contract to H&B, including the execution of any and all other documents necessary for such purpose.

Section 7. This Resolution shall take effect upon its adoption.

Adopted by the Board of Commissioners of East Clark County Water District at a meeting held on July 21, 2025, signed by the Chairman, and attested by the Secretary.

EAST CLARK COUNTY WATER DISTRICT

By: Teddy Paul Marcum
Teddy Paul Marcum, Chairman

ATTEST:

Kenneth Segress, Secretary

CERTIFICATION

The undersigned Secretary of East Clark County Water District (the "District") does hereby certify that the foregoing is a true copy of a Resolution duly adopted by the District's Board of Commissioners at a meeting properly held on July 21, 2025, signed by the Chairman of the Board of Commissioners, attested by the Secretary of the Board of Commissioners, and now in full force and effect.

WITNESS my hand this 21st day of July 2025.

Kenneth Segress, Secretary

Exhibit 14

Estimated Cost to Construct

As-Bid Project Budget

Grant #: 22CWW028

Project Title: Mt Sterling Rd and KY 89 Water Line Upgrade

WRIS#: WX21049041

Project Budget: Estimated 11/19/22 (enter date) **As Bid** 07/08/25 (enter date) **Revised** (enter date)

	Cost Classification	KIA GRANT	Funding Source 1	Funding Source 2	Funding Source 3	Funding Source 4	Funding Source 5	Local Funds	Unfunded Costs	Total
1	Administrative Expenses	35000								35000
2	Legal Expenses	50000								50000
3	Land, Appraisals, Easements	20000								20000
4	Relocation Expenses & Payments									
5	Planning	10000								10000
6	Engineering Fees – Design	72000								72000
7	Engineering Fees – Construction	32000								32000
8	Engineering Fees – Inspection	65000								65000
9	Engineering Fees – Other	30000								30000
10	Construction	434617	415560							850177
11	Equipment									
12	Miscellaneous									
13	Contingencies		425823							425823
	Total	$748,617	$841,383	$0	$0	$0	$0	$0	$0	$1,590,000

	Funding Sources	Amount	Date Committed
1	22CWW028	$748,617	11/19/22
2	KIA Fund B Loan # B25-008	$841,383	04/03/25
3			
4			
5			
	Total	$1,590,000	

	Local Funding Sources	Amount	Date Committed
1			
2			
3			
	Total	$0	
		Total Funding	$1,590,000

Cost Categories	Funding Source	Total Cost
Treatment (DW)		
Transmission and Distribution (DW)		
Transmission and Distribution - Lead Remediation (DW)		
Source (DW)		
Storage (DW)		
WWTP Secondary Portion (CW)		
WWTP Advanced Portion (CW)		
Inflow and Infiltration Correction (CW)		
Major Sewer Rehabilitation (CW)		
Collector Sewers (CW)		
Combined Sewer Overflow Correction (CW)		
Interceptor Sewers Including Pump Station (CW)		
Purchase of Systems (DW and CW)		
Restructuring (DW and CW)		
Land Acquisition (DW and CW)		
Total Costs		$0

I, Michael A. Lile, P.E., hereby certify this as-bid budget.

Exhibit 15

Estimated Annual Cost to Operate

Estimated Cost to Operate Muddy Creek Pump Station
Following the Construction of the
Mt. Sterling Road and KY 89 Water Line Upgrade Project

Comparison of 2024 Actual Cost to Operate
and
Post-Construction Estimated Cost to Operate

2024 Actual Expense		
KWH Used	Total Electric Expense	Per KWH Cost
44,476	$5,861	$0.13

East Clark County Water District's engineer estimates that utilizing the pumps at the Muddy Creek Pump Station at their optimal capacity will increase flowrate by 30 percent. He further estimates that this will reduce pumping time by 30 percent, thereby decreasing the amount of electricity used at the pump station by 30 percent.

Post-Construction Estimated Expense		
Estimated KWH	Per KWH Cost	Total Estimated Electric Expense
31,133	$0.13	$4,047

Estimated Electric Cost Savings		
2024 Cost	$5,861	
Estimated Post-Construction Cost	$4,047	
Estimated Savings		**$1,814**

Exhibit 16

KIA Loan Amortization Schedule

KENTUCKY INFRASTRUCTURE AUTHORITY
LOAN #B25-008
EAST CLARK COUNTY WATER DISTRICT

UNOFFICIAL

2.25% Interest
$26,237.26 P & I Calculation

Payment Date	Principal Due	Interest Due	Interest Rate	Principal & Interest	Servicing Fee	Credit Due	Total Payment	Principal Balance	R & M Reserve	Total Reserve
								$841,383.00		
06/01/26	$16,771.70	$9,465.56	2.25%	$26,237.26	$841.38	$0.00	$27,078.64	$824,611.30	$0.00	$0.00
12/01/26	$16,960.38	$9,276.88	2.25%	$26,237.26	$824.61	$0.00	$27,061.87	$807,650.92	$2,100.00	$2,100.00
06/01/27	$17,151.19	$9,086.07	2.25%	$26,237.26	$807.65	$0.00	$27,044.91	$790,499.73	$0.00	$2,100.00
12/01/27	$17,344.14	$8,893.12	2.25%	$26,237.26	$790.50	$0.00	$27,027.76	$773,155.59	$2,100.00	$4,200.00
06/01/28	$17,539.26	$8,698.00	2.25%	$26,237.26	$773.16	$0.00	$27,010.42	$755,616.33	$0.00	$4,200.00
12/01/28	$17,736.58	$8,500.68	2.25%	$26,237.26	$755.62	$0.00	$26,992.88	$737,879.75	$2,100.00	$6,300.00
06/01/29	$17,936.11	$8,301.15	2.25%	$26,237.26	$737.88	$0.00	$26,975.14	$719,943.64	$0.00	$6,300.00
12/01/29	$18,137.89	$8,099.37	2.25%	$26,237.26	$719.94	$0.00	$26,957.20	$701,805.75	$2,100.00	$8,400.00
06/01/30	$18,341.95	$7,895.31	2.25%	$26,237.26	$701.81	$0.00	$26,939.07	$683,463.80	$0.00	$8,400.00
12/01/30	$18,548.29	$7,688.97	2.25%	$26,237.26	$683.46	$0.00	$26,920.72	$664,915.51	$2,100.00	$10,500.00
06/01/31	$18,756.96	$7,480.30	2.25%	$26,237.26	$664.92	$0.00	$26,902.18	$646,158.55	$0.00	$10,500.00
12/01/31	$18,967.98	$7,269.28	2.25%	$26,237.26	$646.16	$0.00	$26,883.42	$627,190.57	$2,100.00	$12,600.00
06/01/32	$19,181.37	$7,055.89	2.25%	$26,237.26	$627.19	$0.00	$26,864.45	$608,009.20	$0.00	$12,600.00
12/01/32	$19,397.16	$6,840.10	2.25%	$26,237.26	$608.01	$0.00	$26,845.27	$588,612.04	$2,100.00	$14,700.00
06/01/33	$19,615.37	$6,621.89	2.25%	$26,237.26	$588.61	$0.00	$26,825.87	$568,996.67	$0.00	$14,700.00
12/01/33	$19,836.05	$6,401.21	2.25%	$26,237.26	$569.00	$0.00	$26,806.26	$549,160.62	$2,100.00	$16,800.00
06/01/34	$20,059.20	$6,178.06	2.25%	$26,237.26	$549.16	$0.00	$26,786.42	$529,101.42	$0.00	$16,800.00
12/01/34	$20,284.87	$5,952.39	2.25%	$26,237.26	$529.10	$0.00	$26,766.36	$508,816.55	$2,100.00	$18,900.00
06/01/35	$20,513.07	$5,724.19	2.25%	$26,237.26	$508.82	$0.00	$26,746.08	$488,303.48	$0.00	$18,900.00
12/01/35	$20,743.85	$5,493.41	2.25%	$26,237.26	$488.30	$0.00	$26,725.56	$467,559.63	$2,100.00	$21,000.00
06/01/36	$20,977.21	$5,260.05	2.25%	$26,237.26	$467.56	$0.00	$26,704.82	$446,582.42	$0.00	$21,000.00
12/01/36	$21,213.21	$5,024.05	2.25%	$26,237.26	$446.58	$0.00	$26,683.84	$425,369.21	$2,100.00	$23,100.00
06/01/37	$21,451.86	$4,785.40	2.25%	$26,237.26	$425.37	$0.00	$26,662.63	$403,917.35	$0.00	$23,100.00
12/01/37	$21,693.19	$4,544.07	2.25%	$26,237.26	$403.92	$0.00	$26,641.18	$382,224.16	$2,100.00	$25,200.00
06/01/38	$21,937.24	$4,300.02	2.25%	$26,237.26	$382.22	$0.00	$26,619.48	$360,286.92	$0.00	$25,200.00
12/01/38	$22,184.03	$4,053.23	2.25%	$26,237.26	$360.29	$0.00	$26,597.55	$338,102.89	$2,100.00	$27,300.00
06/01/39	$22,433.60	$3,803.66	2.25%	$26,237.26	$338.10	$0.00	$26,575.36	$315,669.29	$0.00	$27,300.00
12/01/39	$22,685.98	$3,551.28	2.25%	$26,237.26	$315.67	$0.00	$26,552.93	$292,983.31	$2,100.00	$29,400.00
06/01/40	$22,941.20	$3,296.06	2.25%	$26,237.26	$292.98	$0.00	$26,530.24	$270,042.11	$0.00	$29,400.00
12/01/40	$23,199.29	$3,037.97	2.25%	$26,237.26	$270.04	$0.00	$26,507.30	$246,842.82	$2,100.00	$31,500.00
06/01/41	$23,460.28	$2,776.98	2.25%	$26,237.26	$246.84	$0.00	$26,484.10	$223,382.54	$0.00	$31,500.00
12/01/41	$23,724.21	$2,513.05	2.25%	$26,237.26	$223.38	$0.00	$26,460.64	$199,658.33	$2,100.00	$33,600.00
06/01/42	$23,991.10	$2,246.16	2.25%	$26,237.26	$199.66	$0.00	$26,436.92	$175,667.23	$0.00	$33,600.00
12/01/42	$24,261.00	$1,976.26	2.25%	$26,237.26	$175.67	$0.00	$26,412.93	$151,406.23	$2,100.00	$35,700.00
06/01/43	$24,533.94	$1,703.32	2.25%	$26,237.26	$151.41	$0.00	$26,388.67	$126,872.29	$0.00	$35,700.00
12/01/43	$24,809.95	$1,427.31	2.25%	$26,237.26	$126.87	$0.00	$26,364.13	$102,062.34	$2,100.00	$37,800.00
06/01/44	$25,089.06	$1,148.20	2.25%	$26,237.26	$102.06	$0.00	$26,339.32	$76,973.28	$0.00	$37,800.00
12/01/44	$25,371.31	$865.95	2.25%	$26,237.26	$76.97	$0.00	$26,314.23	$51,601.97	$2,100.00	$39,900.00
06/01/45	$25,656.74	$580.52	2.25%	$26,237.26	$51.60	$0.00	$26,288.86	$25,945.23	$0.00	$39,900.00
12/01/45	$25,945.23	$292.03	2.25%	$26,237.26	$25.95	$0.00	$26,263.21	$0.00	$2,100.00	$42,000.00
Totals	**$841,383.00**	**$208,107.40**		**$1,049,490.40**	**$18,498.42**	**$0.00**	**$1,067,988.82**		**$42,000.00**	

Created by KIA on 08/13/2025

Exhibit 17

KIA Loan Conditional Commitment Letter

KENTUCKY INFRASTRUCTURE AUTHORITY

Andy Beshear
Governor

100 Airport Road
Frankfort, Kentucky 40601
(502) 573-0260
kia.ky.gov

Sandy Williams
Executive Director

April 4, 2025

Mr. William Ballard, General Manager
East Clark County Water District
P.O. Box 112
Winchester, KY 40392

KENTUCKY INFRASTRUCTURE AUTHORITY
INFRASTRUCTURE REVOLVING LOAN FUND
CONDITIONAL COMMITMENT LETTER (B25-008)

Dear Mr.Ballard

The Kentucky Infrastructure Authority ("the Authority") commends your efforts to improve public service facilities in your community. On April 3, 2025 the Authority approved your loan for the Mt Sterling Rd and KY 89 Water Line Upgrade project subject to the conditions stated in Attachment A to this letter. The total cost of the project shall not exceed $1590000, without prior authorization of the Authority, of which the Authority loan shall provide $841,383 of the funding. Other anticipated funding for the project is reflected in Attachment B. The final loan amount will be equal to the Authority's portion of estimated project cost applied to the actual project cost. Attachment B incorporated herein by reference fully describes the project.

An Assistance Agreement will be executed between the Authority and the East Clark County Water District upon satisfactory performance of the conditions set forth in Attachment A. You must meet the conditions set forth in Attachment A and enter into an Assistance Agreement by April 4, 2026 (twelve months from the date of this letter). A one-time extension of up to six months may be granted for applicants that experience extenuating circumstances. Funds will be available for disbursement only after execution of the Assistance Agreement.

Please inform the Authority of any changes in your financing plan as soon as possible. We wish you every success for this project which will benefit both your community and the Commonwealth as a whole.

Sincerely,

Milward Dedman

Milward Dedman
Deputy Executive Director

Attachments

cc: Casey Cash, Bluegrass Area Development District
Bell Engineering, Michael A. Lile, PE

Please sign and return a copy of this letter indicating your acceptance of this commitment and its terms. Complete the attached "Authorization for Electronic Deposit of Vendor Payment Form" and the "ACH Debit Authorization Form" **and return to the US Bank address at the bottom of each form**. Also included are the "Legal Counsel Certification Letter" sample and the "Statement of Approval of Projections of Revenue and Expenses" for you to complete at the appropriate time. These forms and an SRF loan checklist guide can be found in Attachment C of this letter.

Accepted

5-15-2025
Date

ATTACHMENT A

Conditions

East Clark County Water District
B25-008

The Assistance Agreement and this commitment shall be subject, but not limited to, the following terms:

1. The Authority project loan shall not exceed $841383.

2. The loan shall bear interest at the rate of 2.25% per annum commencing with the first draw of funds.

3. The loan shall be repaid over a period not to exceed 20 years from the date of the last draw of funds.

4. Interest shall be payable on the amount of actual funds received. The first payment shall be due on June 1, or December 1, immediately succeeding the date of the initial draw of funds, provided that if such June 1, or December 1, shall be less than three months since the date of the initial draw of funds, then the first interest payment date shall be the June 1, or December 1, which is at least six months from the date of the initial draw of funds. Interest payments will be due each six months thereafter until the loan is repaid. KIA requires the use of Automated Clearing House (ACH) debits for payment of all balances due on the loan. This will ensure that payments are credited timely to your account without the risk of incurring late payment fees. If the due date falls on a weekend or holiday your account will be debited on the next business day. Please complete and return the authorization form in Attachment C of this letter to U.S. Bank for processing.

5. Full principal payments will commence on June 1, or December 1, immediately succeeding the date of the last draw of funds, provided that if such June 1, or December 1, shall be less than three months since the date of the last draw of funds, then the first principal payment date shall be the June 1, or December 1, which is at least six months from the date of the last draw of funds. Full payments will be due each six months thereafter until the loan is repaid.

6. A loan servicing fee of 0.20% of the outstanding loan balance shall be payable to the Authority as a part of each interest payment.

7. Loan funds will only be disbursed after execution of the Assistance Agreement as project costs are incurred.

8. The Authority loan funds must be expended within six months of the official date of initiation of operation.

9. The Authority requires that an annual financial audit be provided for the life of the loan.

10. The final Assistance Agreement must be approved by ordinance or resolution, as applicable, of the city council or appropriate governing board.

11. The borrower must maintain a 1.1 debt coverage ratio throughout the life of the KIA loan. All borrowers are subject to at least an annual financial review for compliance.

The following is a list of the standard conditions to be satisfied prior to execution of the Assistance Agreement or incorporated in the Assistance Agreement. Any required documentation must be submitted to the party designated.

1. Upon completion of final design of the facilities in the attached project description, favorable approval shall be obtained of such design by all appropriate parties as required by Kentucky statute or administrative regulation.

2. The Borrower must provide certification from their legal counsel stating that the procurement procedures, including those for construction, land, equipment and professional services that are a part of the project, are in compliance with applicable state and local procurement laws.

3. Documentation of final funding commitments from all parties other than the Authority as reflected in the Attachment B description shall be provided prior to preparation of the Assistance Agreement and disbursement of the loan monies. Rejections of any anticipated project funding, or any new funding sources not reflected in Attachment B shall be immediately reported and may cause this loan to be subject to further consideration.

4. Upon receipt of construction bids a tabulation of such bids and engineer's recommendations on compliance with bid specifications and recommendation for award, shall be forwarded to the Authority for final approval and sizing of this loan and the project.

5. The loan must undergo review by the Capital Projects and Bond Oversight Committee of the Kentucky Legislature prior to the state's execution of the Assistance Agreement. The Committee meets monthly. Any special conditions listed in Attachment B must be satisfied before the project is presented before the Committee.

6. Any required adjustment in utility service rates shall be adopted by ordinance, municipal order or resolution by the appropriate governing body of the Borrower. Public hearings as required by law shall be held prior to the adoption of the service rate ordinance, order, or resolution. Any required approvals by the Kentucky Public Service Commission shall be obtained.

7. Based on the final “as bid” project budget, the borrower must provide satisfactory proof, based on then existing conditions, that the revenue projections in the attached descriptions are still obtainable and that the projections of operating expenses have not materially changed. The “as bid” project budget shall be reviewed and approved by your consultant engineer.

8. All easements or purchases of land shall be completed prior to commencement of construction. Certification of all land or easement acquisitions shall be provided to the Authority.

9. The Borrower must provide documentation of Clearinghouse Endorsement and Clearinghouse Comments.

10. The Borrower must complete and return the “Authorization for Electronic Deposit of Borrower Payment” form in Attachment C of this letter to U.S. Bank.

11. The Borrower will implement the Kentucky Uniform System of Accounting (KUSoA), or an alternative approved by the Authority and assure that rates and charges for services are based upon the cost of providing such service.

12. The Borrower will provide Final Design Plans in an AutoCAD Drawing File Format (DWG), referenced to the appropriate (North, South or Single) Kentucky State Plane Coordinate System (NAD83-Survey Feet) on a Compact Disc (CD). The recipient shall provide the Authority a digital copy (pdf) of the record drawings from the project within three months of construction completion.

ATTACHMENT B

Executive Summary and Credit Analysis

East Clark County Water District
B25-008

EXECUTIVE SUMMARY
KENTUCKY INFRASTRUCTURE AUTHORITY
FUND B, INFRASTRUCTURE
REVOLVING LOAN FUND

Reviewer	Jeremy Skinner
Date	April 3, 2025
KIA Loan Number	B25-008
WRIS Number	WX21049041

BORROWER: EAST CLARK COUNTY WATER DISTRICT
CLARK COUNTY

BRIEF DESCRIPTION

The East Clark County Water District is requesting a Fund B loan in the amount of $841,383. This loan will be used in conjunction with a previously awarded Cleaner Water Program grant to fund the Mt Sterling Rd and KY 89 Water Line Upgrade project. The project will replace approximately 3,200 linear feet (LF) of 6-inch waterline along Mt. Sterling Road (US 60), approximately 7,200 LF of 6-inch waterline along KY 89, and approximately 750 LF of 3-inch waterline along Hilltop Drive with new Class 250 SDR 17 PVC. Creek crossings will be installed by directional drill method using DR 11 HDPE water line. The project will also include either new meter settings and service line from the new water mains or reconnection to the existing meter settings. Other proposed project components include valves, flush hydrants, and road bores with steel cover pipe. The project will replace some of the oldest water lines in the District's system. The existing waterlines experience frequent leaks and breaks causing service disruptions as well as potential health hazards.

PROJECT FINANCING		PROJECT BUDGET	
Fund B Loan	$841,383	Administrative Expenses	$35,000
22CWW028	748,617	Legal Expenses	20,000
	-	Land, Easements	20,000
		Planning	10,000
		Eng - Design / Const	104,000
		Eng - Insp	65,000
	-	Eng - Other	30,000
	-	Construction	1,187,000
	-	Contingency	119,000
TOTAL	$1,590,000	TOTAL	$1,590,000

REPAYMENT	Rate	2.25%	Est. Annual Payment	$54,157
	Term	20 Years	1st Payment	6 Mo. after first draw
PROFESSIONAL SERVICES	Engineer	Bell Engineering		
	Bond Counsel	Dinsmore & Shohl, LLP		
PROJECT SCHEDULE	Bid Opening	May-25		
	Construction Start	Jun-25		
	Construction Stop	Jan-26		
DEBT PER CUSTOMER	Existing	$221		
	Proposed	$472		
OTHER DEBT		See Attached		

RESIDENTIAL RATES		Users	Avg. Bill	
	Current	2,737	$51.36	(for 4,000 gallons)
	Additional	0	$51.36	(for 4,000 gallons)

REGIONAL COORDINATION: This project is consistent with regional planning recommendations.

CASHFLOW	Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service	Coverage Ratio
Audited 2021	272,601	104,757	167,844	2.6
Audited 2022	387,767	109,328	278,439	3.5
Audited 2023	479,804	103,526	376,278	4.6
Projected 2024	442,576	108,649	333,927	4.1
Projected 2025	404,833	95,809	309,023	4.2
Projected 2026	364,405	146,935	217,470	2.5
Projected 2027	325,431	143,800	181,631	2.3
Projected 2028	285,748	140,665	145,084	2.0

EAST CLARK COUNTY WATER DISTRICT

FINANCIAL SUMMARY (DECEMBER YEAR END)

	Audited 2021	Audited 2022	Audited 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028
Balance Sheet								
Assets								
Current Assets	2,001,116	2,203,102	2,398,144	2,565,124	2,719,635	2,828,371	2,919,186	2,991,728
Other Assets	7,925,514	7,681,772	7,524,530	7,312,751	8,678,519	8,368,762	8,041,084	7,695,133
Total	9,926,630	9,884,874	9,922,674	9,877,874	11,398,155	11,197,132	10,960,270	10,686,861
Liabilities & Equity								
Current Liabilities	285,742	286,431	306,217	301,373	343,642	343,842	344,042	354,242
Long Term Liabilities	1,950,618	1,930,094	1,806,480	1,731,480	2,455,794	2,338,725	2,221,656	2,094,586
Total Liabilities	2,236,360	2,216,525	2,112,697	2,032,853	2,799,436	2,682,567	2,565,698	2,448,829
Net Assets	7,690,270	7,668,349	7,809,977	7,845,021	8,598,719	8,514,565	8,394,573	8,238,033
Cash Flow								
Revenues	1,526,493	1,690,894	1,758,534	1,758,534	1,758,534	1,758,534	1,758,534	1,758,534
Operating Expenses	1,300,942	1,365,544	1,372,089	1,405,311	1,439,449	1,476,632	1,512,686	1,549,740
Other Income	47,050	62,417	93,359	89,353	85,748	82,503	79,583	76,954
Cash Flow Before Debt Service	272,601	387,767	479,804	442,576	404,833	364,405	325,431	285,748
Debt Service								
Existing Debt Service	104,757	109,328	103,526	108,649	95,809	92,778	89,643	86,508
Proposed KIA Loan	0	0	0	0	0	54,157	54,157	54,157
Total Debt Service	104,757	109,328	103,526	108,649	95,809	146,935	143,800	140,665
Cash Flow After Debt Service	167,844	278,439	376,278	333,927	309,023	217,470	181,631	145,084
Ratios								
Current Ratio	7.0	7.7	7.8	8.5	7.9	8.2	8.5	8.4
Debt to Equity	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Days Sales in Accounts Receivable	40.6	38.6	42.5	42.5	42.5	42.5	42.5	42.5
Months Operating Expenses in Unrestricted Cash	5.9	7.3	5.0	6.3	7.4	8.2	8.7	9.0
Debt Coverage Ratio	2.6	3.5	4.6	4.1	4.2	2.5	2.3	2.0

Reviewer: Jeremy Skinner
Date: April 3, 2025
Loan Number: B25-008

KENTUCKY INFRASTRUCTURE AUTHORITY
INFRASTRUCTURE REVOLVING LOAN FUND (FUND B)
EAST CLARK COUNTY WATER DISTRICT, CLARK COUNTY
PROJECT REVIEW
WX21049041

I. PROJECT DESCRIPTION

The East Clark County Water District is requesting a Fund B loan in the amount of $841,383. This loan will be used in conjunction with a previously awarded Cleaner Water Program grant to fund the Mt Sterling Rd and KY 89 Water Line Upgrade project. This project will replace some of the oldest water lines in the District's system. The existing water lines experience frequent leaks and breaks causing service disruptions as well as potential health hazards.

The project will replace approximately 3,200 linear feet (LF) of 6-inch water line along Mt. Sterling Road (US 60), approximately 7,200 LF of 6-inch water line along KY 89, and approximately 750 LF of 3-inch water line along Hilltop Drive with new Class 250 SDR 17 PVC. Creek crossings will be installed by directional drill method using DR 11 HDPE water line. The project will also include either new meter settings and service line from the new water mains or reconnection to the existing meter settings. Other proposed project components include valves, flush hydrants, and road bores with steel cover pipe.

East Clark County Water District serves 2,720 residential and 17 commercial customers. The District purchases water from Winchester Municipal Water and, to a lesser extent, Kentucky-American Water.

II. PROJECT BUDGET

	Total
Administrative Expenses	$ 35,000
Legal Expenses	20,000
Land, Easements	20,000
Planning	10,000
Engineering Fees - Design	104,000
Engineering Fees - Inspection	65,000
Engineering Fees - Other	30,000
Construction	1,187,000
Contingency	119,000
Total	**$ 1,590,000**

III. PROJECT FUNDING

	Amount	%
Fund B Loan	$ 841,383	53%
22CWW028	748,617	47%
Total	**$ 1,590,000**	**100%**

IV. KIA DEBT SERVICE

Construction Loan	$ 841,383
Less: Principal Forgiveness	0
Amortized Loan Amount	$ 841,383
Interest Rate	2.25%
Loan Term (Years)	20
Estimated Annual Debt Service	52,475
Administrative Fee (0.20%)	1,683
Total Estimated Annual Debt Service	**$ 54,157**

V. PROJECT SCHEDULE

Bid Opening:	May 2025
Construction Start:	June 2025
Construction Stop:	January 2026

VI. RATE STRUCTURE

A. Customers

Customers	Current
Residential	2,720
Commercial	17
Industrial	0
Total	2,737

B. Rates

WATER	Current	Prior
Date of Last Rate Increase	3/29/2022	8/1/2012
Minimum (2,000 gallons)	$28.08	$26.30
Next 8,000 Gallons (per 1,000)	11.64	10.90
Next 40,000 Gallons (per gallon)	10.33	9.68
Next 50,000 Gallons (per gallon)	9.03	8.46
Cost for 4,000 gallons	$51.36	$48.10
Increase %	6.8%	
Affordability Index (Rate/MHI)	0.7%	0.6%

VII. DEMOGRAPHICS

Based on current Census data from the American Community Survey 5-Year Estimate 2018-2022, the Utility's service area population is 6,573 with a Median Household Income (MHI) of $90,075. The MHI for the Commonwealth is $60,183. The loan will qualify for a 2.25% interest rate.

VIII. FINANCIAL ANALYSIS

Financial information was obtained from the audited financial statements for the years ended December 31, 2021, through December 31, 2023. The non-cash impacts of GASB 68 – Accounting and Financial Reporting for Pensions and GASB 75 – Accounting and Financial Reporting for Other Postemployment Benefit have been removed from the operating expenses. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

HISTORY

Operating revenues increased 15.2 percent from $1.53 million in 2021 to nearly $1.76 million in 2023, outpacing operating expenses which increased 6.9 percent over the same period. Revenue growth was primarily driven by a March 2022 rate adjustment and, to a lesser extent, increased customer demand. Operating expenses rose just 2 percent in 2023 despite an increase in employee salaries due to a decrease in employee benefit costs and stable maintenance, equipment, and utility costs. The District's purchased water costs remained stable over the period, ranging from approximately $390 thousand to $410 thousand annually. The District's existing debt consists of revenue bonds with a total balance of less than $600,000 that will be paid off by 2031. The debt coverage service ratio was 2.6, 3.5, and 4.6 for 2021, 2022, and 2023, respectively.

The balance sheet reflects a current ratio of 7.8, a debt-to-equity ratio of 0.3, 42.5 days of sales in accounts receivable, and 5.0 months of operating expenses in unrestricted cash.

PROJECTIONS

Projections are based on the following assumptions:

1) Water revenues will remain unchanged from 2023 due to there being no anticipated rate adjustments in the near-term and to account for possible fluctuations in consumer demand.
2) Operating expenses will increase 3 percent annually due to inflation and general expense increases.
3) The debt service coverage ratio is 2.5 in 2026 when principal and interest repayments commence.

Based on the pro forma assumptions, the utility shows adequate cash flow to repay the KIA Fund B loan.

The ENTITY is regulated by the Public Service Commission (PSC) and will need to apply to the PSC, pursuant to KRS 278.300, for debt authorization for the $841,383 loan and must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020.

REPLACEMENT RESERVE

The replacement reserve will be 5% ($42,000 total) of the final amount borrowed to be funded annually ($2,100 yearly) each December 1 for 20 years and maintained for the life of the loan.

IX. DEBT OBLIGATIONS

	Outstanding	Maturity
KRWFC Series 2010C	$ 325,000	2030
KRWFC Series 2011C	255,000	2031
KRWFC 2013C	15,000	2024
Total	**$595,000**	

X. CONTACTS

Legal Applicant	
Name	East Clark Water District
Address	P.O. Box 112 Winchester, KY 40392
County	Clark
Authorized Official	William Ballard
Phone	(859) 745-1458
Email	wdballard@bellsouth.net

Project Contact - Applicant	
Name	Michael A. Lile, PE
Organization	Bell Engineering
Address	205 E. Mount Vernon Street Somerset, KY 42501
Phone	(606) 485-4011
Email	mlile@hkbell.com

Project Administrator	
Name	Casey Cash
Organization	Bluegrass Area Development District
Address	699 Perimeter Drive Lexington, KY 40517
Phone	(859) 460-6216
Email	ccash@bgadd.org

Consulting Engineer	
Name	Michael A. Lile, PE
Firm	Bell Engineering
Address	205 E. Mount Vernon Street Somerset, KY 42501
Phone	(606) 485-4011
Email	mlile@hkbell.com

XI. RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard.

ATTACHMENT C

Forms

East Clark County Water District
B25-008

Fund B/C
LOAN CONDITIONS CHECKLIST

Congratulations on receiving a conditional commitment of funding from KIA's Fund B/C Loan Program. Borrowers will now be assigned a Compliance Analyst to help guide them through the rest of the loan process based on which Area Development District (ADD) they are located. Please submit all documents to one of the following contacts:

- Julie Bickers (Julie.Bickers@ky.gov, 502-892-3455): Purchase, Pennyrile, Green River, Barren River, Lake Cumberland, Cumberland Valley, Big Sandy, Kentucky River
- Debbie Landrum (Debbie.Landrum@ky.gov, 502-892-3454): Lincoln Trail, KIPDA, Northern KY, Bluegrass, Buffalo Trace, Gateway, FIVCO

After all of the conditions of the Conditional Commitment Letter have been fulfilled, KIA will initiate the Assistance Agreement with the borrower. The Assistance Agreement must be fully executed before any funds may be disbursed. The following is a list of items needed to process your loan (forms can be found here https://kia.ky.gov/FinancialAssistance/Pages/Forms.aspx):

Before bid opening, submit the following items to the designated agency.

Submit To:		
KIA	☐	**Conditional Commitment Letter** (this letter is sent to the borrower via email shortly following KIA board approval and is to be signed by the authorizing official)
USBANK	☐	**Authorization for Electronic Deposit/Debit of Borrower Disbursements/ Payment** (these forms are attached to the loan commitment letter sent after KIA board approval and are to be signed by the authorizing official and forwarded to US Bank)
KIA	☐	**Eclearinghouse Endorsement** (if not already submitted with loan application)
DOW	☐	**Plans and specifications** (Kentucky Division of Water will review and KIA will need copy of approval letter)
KIA	☐	**Proof of compliance with any special condition identified in the Conditional Commitment Letter** (e.g. adopted ordinance).

After the project has opened bids, please submit the following items to the designated agency assigned below. It is imperative that the remaining standard conditions are fulfilled by the deadlines set forth in the Conditional Commitment Letter.

Submit To:		
KIA	☐	**Bid Advertisement**
KIA	☐	**Bid Tabulation and Engineer's Recommendation**
KIA	☐	**As-Bid Budget**
KIA	☐	**Procurement Certification** (KIA sends to borrower after bid opening for signature.)
KIA	☐	**Certification of obtainable revenue projections** (KIA sends to borrower after bid opening for signature.)
KIA	☐	**Certification of clear site** (KIA sends to borrower after bid opening for signature.)
KIA	☐	**Plans and specifications approval** from the Kentucky Division of Water
KIA	☐	**Public Service Commission (PSC) approval**, (CPCN and Authorization to Incur Debt) if applicable.

TRANSPARENCY ACT REPORTING INFORMATION FORM

CLEAN WATER STATE REVOLVING FUND
AND
DRINKING WATER STATE REVOLVING FUND

This form is required for projects funded in whole or in part from the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund. This form is to be completed and returned with the signed Conditional Commitment Letter from the Kentucky Infrastructure Authority.

Borrower Information:

Name:	
Unique Entity ID (generated by SAM.gov)*:	
KIA Loan Number:	
Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Borrower Utility Service Area:	

*If the Unique Entity ID provided above is registered under a different name than the recipient of funding, please provide the registration name below:

Unique Entity ID Name	

*If the recipient has not yet obtained a Unique Entity ID, please do so no later than 30 days after the KIA Board approval date of your loan request and provide notification to KIA of the number once issued.

Physical Location of Project (Primary Place of Performance)

Street Address	
City, State and Zip (Zip must include 4 digit extension)	
Federal Congressional District(s) of Project Location	

Reliance upon Federal Assistance (please answer the below questions Yes or No):

Did recipient receive 80% or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Did recipient receive $25 million or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards) during the last fiscal year?	
Does the public have access to compensation of senior executives of the recipient through periodic reports filed under Section 13A or 15D of the Securities Exchange Act of 1934 or Section 6104 of the Internal Revenue Code of 1986?	

Unique Entity ID Registration Information: https://sam.gov

KIA Loan # _____

ACH DEBIT AUTHORIZATION FORM

AUTHORIZATION AGREEMENT FOR PRE-ARRANGED PAYMENTS (DEBITS)

The undersigned hereby authorizes U.S. Bank National Association Corporate Trust Department ("U.S. Bank") to initiate debit entries to the Checking ☐ Savings ☐ (specify type) account indicated below at the bank named below:

BANK NAME_____BRANCH_____

CITY_____STATE_ZIP CODE _____

BANK TRANSIT/ABA NO._____ACCOUNT NO. _____

This authority is to remain in full force and effect until U.S. Bank has received written notification from the undersigned of its termination in such time and in such manner as to afford U.S. Bank a reasonable opportunity to act. The undersigned has the right to stop payment of a debit entry by reasonable prior written notification to U.S. Bank. After the above account has been charged, the undersigned has the right to have the amount of any erroneous debit immediately credited to its account by U.S. Bank up to 30 days following issuance of a statement.

NAME OF ENTITY: _____

ADDRESS_____

TAX IDENTIFICATION NUMBER: _____

By_____ Dated _____

Authorized Signer

Send to: U.S. Bank via Email

KentuckyInfrastructureAuth@usbank.com

AUTHORIZATION FOR ELECTRONIC DEPOSIT
OF BORROWER PAYMENT
KENTUCKY INFRASTRUCTURE AUTHORITY
KIA Loan #_____

Borrower Information:

Name: _____

Address: _____

City: _____ **State:** KY **Zip:** _____

Federal I.D. #: _____ **Telephone:** _____

Contact Name: _____

Email: _____

Financial Institution Information:

Bank Name: _____

Branch: _____ **Telephone:** _____

City: _____ **State:** KY **Zip:** _____

Transit / ABA No: _____

Account Name: _____

Account Number: _____

I, the undersigned, authorize payments directly to the account indicated above and to correct any errors which may occur from the transactions. I also authorize the Financial Institution to post these transactions to that account.

Signature: _____ **Date:** _____

Name Printed: _____ **Job Title:** _____

Send to: U.S. Bank via Email
KentuckyInfrastructureAuth@usbank.com

EZ VENDOR REGISTRATION APPLICATION

A Vendor Number must be obtained on-line though the Kentucky Cabinet for Finance and Administration. This Vendor Number is r*equired for Grantee to receive payments from the Authority.*

Vendor Registration Guide

Link to the Vendor Self Service Site

The Grantee's Vendor Number is _____.

Project Administrator: _____

Grant/Loan Number: _____

COMPLETE AFTER BID OPENING

STATEMENT OF APPROVAL
OF PROJECTIONS OF REVENUE AND EXPENSES

Borrower Name: _____

Loan No.: _____

I hereby certify that the revenue projections in the attached descriptions are still obtainable and that projections of operating expenses have not materially changed based on the "as-bid" budget submitted for the Project.

Signed: _____

_____
Borrower

_____
Date

SAMPLE LETTER

[Letterhead of Counsel for Water Utility]

[Date]

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

RE: SRF Loan#
City of xxxxx

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the Commonwealth of Kentucky and is legal counsel to the XXXXXXXXXXXX, hereinafter referred to as the "Water Utility ". I am familiar with the organization and existence of the Water Utility and the laws of the Commonwealth applicable thereto. Additionally I am familiar with the water project (the "Project") with respect to which the funding commitment by and between the Kentucky Infrastructure Authority ("Authority") and the Water Utility.

I have reviewed the commitment letter by and between the Authority and the Water Utility and the documentation regarding wage rates and procurement with respect to the Project.

Based upon my review I am of the opinion that:

The Water Utility has prepared construction specifications in accordance with all applicable federal wage rate laws and that the procurement procedures including those for construction, land, equipment and professional services that are a part of the project are in compliance with all applicable federal, state and local procurement laws.

Respectfully,

Exhibit 18

Assistance Agreement
Grant 22CWW028

GRANT ASSISTANCE AGREEMENT

This Grant Assistance Agreement (the "Agreement") is made and entered into by and between the Kentucky Infrastructure Authority (the "Authority"), a body corporate and politic, constituting a public corporation and governmental agency and instrumentality of the Commonwealth of Kentucky, and the East Clark County Water District (the "Grantee"), acting herein through its Authorized Official, each a party to this Agreement, which shall be effective upon the date of signing by the Executive Director of the Authority,

W I T N E S S E T H:

WHEREAS, the General Assembly of the Commonwealth of Kentucky, being the duly and legally constituted legislature of Kentucky at its 1988 Regular Session, enacted House Bill 217 amending Chapter 224A of the Kentucky Revised Statutes (the "Act"), creating the "Kentucky Infrastructure Authority" to serve the public purposes identified in the Act; and

WHEREAS, the Authority, attached to the Governor's Office, is charged pursuant to Section 224A.300 of the Act with coordinating the funding and implementation of infrastructure projects and to this end maintains the Water Resource Information System (the "WRIS") a comprehensive database of community water and wastewater projects across Kentucky; and

WHEREAS, House Bill 1 of the 2022 Regular Session of the Kentucky General Assembly approved a $250,000,000 allocation in Federal Funds for Fiscal Year 2023 from the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund to the Authority for the Drinking Water and Wastewater Grant Program, known as the Kentucky Cleaner Water Program (the "CWP"), a portion of which funds are the subject of this Agreement; and

WHEREAS, the Grantee now seeks to acquire and construct a project as described in the Grantee's Project Profile in the WRIS (the "Project") and the Authority has determined that the Project meets the guidelines of the Cleaner Water Program and the directives of the General Assembly; and

WHEREAS, the Grantee and the Authority desire to enter into this Agreement which sets forth their respective duties, rights, covenants, and obligations with respect to the acquisition and construction of the Project and the application of the proceeds of a grant from the Cleaner Water Program as administered by the Authority.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the grant hereby effected, and for other good and valuable consideration, the receipt, mutuality and sufficiency of which is hereby acknowledged by the parties hereto, the Authority and the Grantee each agree as follows:

SECTION 1 – DEFINITIONS

All terms utilized herein shall have the same definitions and meaning as ascribed to them in the Act, which Act is hereby incorporated in this Agreement by reference, the same as if set forth herein verbatim; provided, however, that those definitions utilized in the Act having general application are hereby modified in certain instances to apply specifically to the Grantee and its Project.

Act shall mean Chapter 224A of the Kentucky Revised Statutes, as amended (the "KRS").

Agreement shall mean this Grant Assistance Agreement made and entered into by and between the Grantee and the Authority, as authorized by the Act, providing for a Grant to be made to the Grantee or its approved agent, subject to approval by the Authority.

Area Water Management Council shall mean the entity designated as the regional planning body for the respective counties within an Area Development District in Kentucky, which shall prepare and maintain an **Area Water Management Plan**, listing and prioritizing Project Profiles for water and wastewater projects within that region.

Engineer(s) shall mean the professional engineer or firm of professional engineers properly procured in accord with KRS Chapter 45A and 2 CFR 200.317 through 2 CFR 200.327 (where applicable), as amended, by the Grantee in connection with the Project, as identified in the WRIS Cleaner Water Program Database.

Exhibit shall refer to a specific document, or to the completion of a process or procedure to be accomplished as a prerequisite to release of funds to the Grantee by the Authority.

Grant shall mean that portion of the Kentucky CWP funds made available to the Commonwealth by the American Recovery Program Act and allocated by the Kentucky General Assembly in its 2022 Regular Session, which shall be incrementally transferred under this Agreement from the Commonwealth to the Grantee through Grant Number 22CWW028 in the principal amount of $748,617 for the purpose of defraying the costs incidental to the Project.

Grantee shall mean any unit of local government, or its designated agent, as approved by the Authority, or any special purpose governmental entity within the Commonwealth eligible for funds under the CWP in accordance with the Act, now having been or hereafter being granted the funds for the Project; and for the purposes of this Agreement shall mean the Grantee identified on the front page of this Agreement.

Project shall mean, when used generally, a water, wastewater or other infrastructure project authorized pursuant to the Act, and when used in specific reference to the Grantee's Project funded by the Authority through the CWP, it shall refer to that

project as described in the Grantee's Project Profile in the WRIS, which has an 8 digit number following the designation WX or SX.

Project Administrator shall mean that individual designated in the Project Profile by that title, who has the capacity and responsibility of supervising the Project and coordinating the preparation of all related documentation on behalf of the Grantee with respect to the Project.

Project Budget shall mean a list of Project expenses and funding sources, in the form set forth in the current Project Profile as set forth in the WRIS.

Project Profile shall mean those specific details of the Project, presented by the Grantee to the respective Area Water Management Council for review and incorporation into the Area Water Management Plan and the WRIS.

System shall mean the utility system owned and operated by the Grantee or the agent of the Grantee, as approved by the Authority, to which the Project shall become a part, and any revenues generated by the Project, which are used to operate and maintain the utility system in the typical manner of a local public utility in Kentucky.

SECTION 2 - OBLIGATIONS OF THE AUTHORITY

The Authority covenants and agrees, conditioned upon the timely performance by the Grantee of its respective obligations, to undertake the following obligations:

A. The Authority shall review and approve Project related documentation provided by the Grantee. Once the Project is under construction, the Authority shall review requests for payment submitted for payment of costs of the Project. Any deficiencies found in said requests will be reported immediately to the Grantee. If there are no deficiencies in said requests or deficiencies have been resolved satisfactorily by the Grantee, the Authority will approve the requests and disburse grant funds to the Grantee in an amount not to exceed, cumulatively, the approved grant amount for the Project.

B. The Authority will communicate and cooperate with the Grantee to best assist the Grantee in meeting its obligations set out in this Agreement.

SECTION 3 - OBLIGATIONS OF THE GRANTEE

The Grantee covenants and agrees to undertake the following obligations:

A. The Grantee shall complete and submit executed copies of all required Exhibits to the Authority, in accordance with the Conditional Commitment Letter instructions.

B. The Grantee may consider utilizing the option for partial funding set out in Section 6, below. Over the course of the acquisition and construction of the Project, the Grantee shall provide such status reports as may be requested by the Authority, and once the Project is under construction submit periodic requests for payment to the Authority accompanied by copies of invoices for costs incurred in accordance with the Authority's standard draw-down request format.

C. The Grantee shall perform and/or cause to be performed all necessary acts consistent with all federal and state labor and procurement laws in connection with the planning, design, acquisition and construction of the Project, including: the proper procurement of land, easements and rights of way; professional services, including but not limited to architectural and engineering services; construction contractor(s) services; and the acquisition of necessary equipment and/or materials.

D. The Grantee shall obtain and keep on file all required permits, licenses and approvals from the appropriate federal, state, and/or local governmental agencies prior to starting construction of the Project.

E. The Grantee shall comply with all applicable federal and state statutes, executive orders, regulatory requirements, and policies relating to the planning and construction of the Project.

F. The Grantee shall cooperate fully with the Authority and provide any documentation requested by the Authority in order to facilitate completing the obligations set out in this Agreement.

G. The Grantee will proceed expeditiously to complete the Project in accordance with the approved final engineering plans and specifications or amendments thereto, prepared by the Project Engineer for the Grantee, if required and as approved by the Authority and other state and federal agencies, as appropriate.

H. The Grantee agrees that throughout the reasonable life of the infrastructure facilities developed under the Project it will retain ownership of, operate, and maintain these facilities, and all appurtenances thereto, keeping them in good and sound repair and good operating condition at its own expense so that the completed Project will continue to provide the services for which it was designed. Change of ownership or disposal of the Project facilities during their useful life may occur only with written approval of the Authority.

I. If the Grantee is a local unit of government, city or county, and determines that it is in the best interest of its citizens, it may enter into a memorandum of agreement with a Kentucky corporation to serve as its agent for the implementation and long-term operation and management of the Project, subject to the Agreement. The form and content of such a memorandum of agreement is subject to the prior approval of the Authority.

J. General Compliance with all Duties. The Grantee shall faithfully and punctually perform all duties with reference to the System required by the American Rescue Plan Act of 2021, and by the terms and provisions of the Act, and this Assistance Agreement.

K. Further Covenants under the American Rescue Plan Act of 2021. The Grantee shall comply with all further requirements or conditions which may arise from time to time in order to assure compliance with the American Rescue Plan Act of 2021, including but not limited to the following:

1. Records Retention. The Grantee shall provide to the Authority access to all records related to the Project for review in determining compliance with this Agreement and all applicable laws and regulations, including the American Rescue Plan Act of 2021/Coronavirus State Fiscal Recovery Fund. The Grantee shall retain all records, including all invoices, relating to the Project for five (5) years after full execution of the Certificate of Completion.

2. Single Audit Requirements. Grantees that expend more than $750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Grantees may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

3. Civil Rights Compliance. The Grantee is required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the U.S. Department of the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

L. General. The Grantee shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Grantee under the provisions of the American Rescue Plan Act of 2021 and this Assistance Agreement in accordance with the terms of such provisions.

SECTION 4 - MUTUALITY OF OBLIGATIONS

A. The parties agree that the funds granted by the Commonwealth to the Grantee are to be used solely for the purposes of the acquisition and construction of the Project. Further, the parties agree that the obligations imposed upon them are for their respective benefit and the timely fulfillment of the obligations set herein are necessary for the Project.

B. Except as may otherwise be provided herein, the parties to this Agreement shall be solely responsible for any incidental costs incurred in fulfilling their respective obligations under this Agreement and neither party shall have any claim against the other party for reimbursement of incidental costs whether or not a party is in default.

SECTION 5 - TERMS OF AGREEMENT

A. This Agreement shall be valid only after both parties have duly signed and provided the executed document to the other.

B. This Agreement may be terminated by either party at any time for cause and may be terminated by either party without cause upon 30 days written notice to the other party. Termination of this Agreement shall not diminish or in any other manner affect any other remedy that may be available to the parties for any breach of the Agreement that occurs prior to the termination.

C. If, after execution of this Agreement, additional financial assistance is found to be required for the acquisition and construction of the Project and the required additional assistance does or does not become available to the Grantee from any source, the Project may be modified so long as any change in scope and budget is mutually agreed to by the parties to this Agreement, and clearly documented in a revision of the Project Budget within the Project Profile.

SECTION 6 - ADVANCE FUNDING FOR PROJECT PLANNING AND DESIGN

A. The Grantee may request, in writing, that a portion of the grant funds be disbursed prior to Project bidding to pay up to 50% of the budgeted engineering fee for Project planning and design to the Project Engineer to expedite submission of the Project plans and specifications for review by the Kentucky Division of Water. The balance of the budgeted engineering fee for project planning and design may be paid only after approval of the plans by the Kentucky Division of Water.

B. It is specifically understood and agreed by the Grantee in the event that the Project has not been advertised for bids within twenty-four (24) months from the date of

signing of this Agreement, for whatever reason, any funds disbursed for Project planning and design are subject to full and immediate repayment by the Grantee to the Authority.

C. No funds shall be released under this Section until the requirements of Exhibits 1 through 7 of this Agreement have been completed.

SECTION 7. - EVENTS OF DEFAULT AND REMEDIES.

Section 7.1. Events of Default Defined.

The following will be "Events of Default" under this Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Agreement, any one or more of the following events:

A. Any unauthorized or improper expenditure of funds by the Grantee, or expenditure of funds by the Grantee other than in accordance with the terms of this Agreement.

B. Failure by the Grantee to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (A) of this Section, for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied will have been given to the Grantee by the Authority unless the Authority agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Authority will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Grantee within the applicable period and diligently pursued until such failure is corrected.

C. The dissolution or liquidation of the Grantee, or the voluntary initiation by the Grantee of any proceeding under any federal or Kentucky law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Grantee of any such proceeding which remain undismissed for sixty (60) days, or the entry by the Grantee into an agreement of composition with creditors or the failure generally by the Grantee to pay its debts as they become due.

D. A default by the Grantee under the provisions of any agreements relating to its debt obligations.

Section 7.2. Remedies on Default.

Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Authority may, without any further demand or notice, take one or any combination of the following remedial steps:

A. Declare this Agreement void from the beginning without further obligation to the Grantee and may commence appropriate legal action to enforce its rights under this Agreement including action for recovery of funds expended hereunder.

B. Terminate any remaining grant payments to the Grantee.

C. Exercise all the rights and remedies of the Authority set forth in the Act.

D. Take whatever action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement.

E. Submit a formal referral to the appropriate federal agency.

Section 7.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Authority is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.4. Consent to Powers of Authority Under Act.

The Grantee hereby acknowledges to the Authority its understanding of the provisions of the Act, vesting in the Authority certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Grantee hereby covenants and agrees that if the Authority should in the future have recourse to said rights and powers, the Grantee shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Authority in the due and prompt implementation of this Agreement.

Section 7.5. Waivers.

In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.6. Agreement to Pay Attorneys' Fees and Expenses.

In the event that either party hereto defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the enforcement of

performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the non-defaulting party the fees of such attorneys and such other expenses so incurred by the non-defaulting party.

SECTION 8 - MISCELLANEOUS PROVISIONS

A. The Grantee may sign this Agreement electronically via a program subject to the approval by the Authority, or manually on a paper copy that is scanned to the portable document format (.pdf) and emailed to the Authority. Transmittal of all other correspondence or documentation, including the required Exhibits identified in the Attachment shall be scanned and attached as a file to email. The Authority and the Grantee, working through the Project Administrator, shall assist each other in securing and maintaining a complete, current Project document file for reference, records, and audit purposes.

B. The headings set forth in this Agreement are for convenience and the terms contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

C. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the successor and assigns, respectively, of the parties. Except for the limited use of a memorandum of agreement (as provided in Section 3 herein), this provision shall not be construed to permit an assignment by any party of any of its rights and duties under this Agreement which assignment shall be prohibited except with the prior written consent of the parties hereto.

D. This Agreement sets forth the entire understanding of the parties with respect to the subject matter hereof and may be modified only by a written instrument duly executed by each of the parties hereto.

E. Timely and accurate performance of all actions by the respective parties are mutually recognized by the parties of this Agreement to be of importance to the citizens of the Commonwealth generally, and particularly to those citizens directly affected by the Project.

F. This Agreement will be governed by and construed in accordance with the laws of the Commonwealth of Kentucky.

G. The Authority may audit or review all documentation and records of the Grantee relating to this Project pursuant to the provisions of Section 45A.150 of the KRS or any other applicable federal or state law.

H. The Grantee agrees that the Authority, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other documentation or evidence, which are directly pertinent to this Agreement for the purpose of financial audit or program review.

Furthermore, any books, documents, papers records, or other evidence provided to the Commonwealth, the Finance and Administration Cabinet, the Auditor of Public Accounts, or the Legislative Research Commission, which are directly pertinent to this Agreement, shall be subject to public disclosure regardless of the proprietary nature of the information, unless specific information is identified and exempted and agreed to by the Secretary of the Finance and Administration Cabinet as meeting the provisions of KRS 61.878(1)(c) prior to the execution of this Agreement. The Secretary of the Finance and Administration Cabinet shall not restrict the public release of any information which would otherwise be subject to public release if a state government agency was providing the services.

I. During the performance of this contract, the Grantee agrees to the following Appendix II to 2 CFR Part 200 contract provisions, as amended:

Equal Employment Opportunity

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

    a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
    b. The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
    c. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d. The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
e. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
f. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
g. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
h. The Grantee will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Grantee becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contract Work Hours and Safety Standards Act

All contracts that are in excess of $100,000 and involve the employment of mechanics or laborers must include provisions requiring compliance with the Contract Work Hours and Safety Standards Act as follows:

1. Overtime requirements: No contractor or subcontractor contracting for any part of the Agreement work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such a workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such a workweek.
2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The Grantee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower-tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

Clean Air Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.

3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funding.

Federal Water Pollution Control Act

1. The Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Grantee agrees to report each violation to the Authority and understands and agrees that the Authority will, in turn, report each violation as required to assure notification to the Treasury Department and the appropriate Environmental Protection Agency Regional Office.
3. The Grantee agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with American Rescue Plan Act funds.

Debarment and Suspension

Contracts shall not be awarded to parties listed on the governmentwide exclusions in the System for Award Management (SAM) listed at www.sam.gov.

Byrd Anti-Lobbying Amendment

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier, up to the recipient.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officials as of the day and year above written.

KENTUCKY INFRASTRUCTURE AUTHORITY

By: _____ For Sandy Williams
Sandy Williams, Executive Director

Date: 05/16/2024

EAST CLARK COUNTY WATER DISTRICT

By: _____
Authorized Official

Print Name: Teddy Paul Magrum

THIS AGREEMENT HAS BEEN EXAMINED BY:

By: Natalie Lile
LEGAL COUNSEL TO THE KENTUCKY INFRASTRUCTURE AUTHORITY

CWP GRANT CONDITIONS – COMPLIANCE FORMS & EXHIBITS

Note A: Exhibits 1 through 3 must be completed, scanned, and emailed to the Authority on or before the date the Grantee signs the Conditional Commitment Letter. The Conditional Commitment Letter may be signed electronically or manually, then scanned and emailed to the Authority.

Exhibit 1 Notification to the Authority of completed Review / Update of Project Profile

Exhibit 2 Confirmation of Grantee Vendor Number – via KY Finance Cabinet Application

Exhibit 3 Copy of the Transparency Act Reporting Information Form

Note B: Upon receipt of the signed Conditional Commitment Letter and the Authority's verification of Exhibits 1-3, the Authority will forward to the Grantee the Grant Assistance Agreement. The Grantee should proceed to complete Exhibits 4 through 7, scan and send each Exhibit to the Authority by email; and then the Authorized Official may sign the Assistance Agreement, either electronically or by scanning and send attached to email.

Exhibit 4 A) Grantee Resolution (Accepting Grant, Approving Agreement, Amending Budget, Designating an Authorized Official)
B) Certificate of Recording Officer

Exhibit 5 Opinion of Legal Counsel Relating to the Grantee Resolution

Exhibit 6 A) Copy of the Engineering Services Contract; and
B) Grantee & Engineer Fee Confirmation

Note C: The Grantee may request 50% of the engineering design fee (as budgeted in the Project Profile) at this point and may request the balance of the engineering design fee once Exhibit 8 has been sent to the Authority.

Exhibit 7 Copy of the Kentucky eClearinghouse Endorsement Letter with Comments.

Exhibit 8 Copy of the DOW Approval Letter of Project Engineering Plans & Specifications.

Exhibit 9 Copy of the bid package signed by (A) Engineer, (B1) Authorized Official, and (B2) Title Attorney, as appropriate.

Exhibit 10 Certification Regarding Utility Accounting, Cost-Based Rates and Auditing.

Exhibit 11 Certificate of Project Completion.

Exhibit 19

2024 Annual Report

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Title Page

	Name of Respondent	Addr Line 1	Addr Line 2	City	State	Zip
Water Districts/Associations						
Annual Report of						
Respondent	EAST CLARK COUNTY WATER DISTRICT	118 HOPKINS ST	WINCHESTER	WINCHESTER	KY	40391

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Principal Payment and Interest Information

	Amount	Yes/No	PSC Case No.
Amount of Principal Payment During Calendar Year	$80,000.00		
Is Principal Current?		Y	
Is Interest Current?		Y	
Has all long-term debt been approved by the Public Service Commission?		Y	

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Services Performed by Independent CPA

		Yes/No	A/C/R	Audit Date
Are your financial statements examined by a Certified Public Accountant?				
Enter Y for Yes or N for No	Y			
If yes, which service is performed?				
Enter an X on each appropriate line				
Audit	X			
Compilation				
Review				
Date of Audit				
Please enclose a copy of the accountant’s report with annual report.				

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Additional Requested Information

	Name	Electronic Info
Name of Utility and Web Address	EAST CLARK COUNTY WATER DISTRICT	
Contact Name and Email Address		
	WILLIAM BALLARD	wdballark@bellsouth.net

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Additional Information Required

Case Num	Date	Explain

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Major Water Projects

Provide details about each major water project which is planned but has not yet been submitted for approval to the Public Service commission.
For the limited purpose of this report, a "Major Project" is defined as one which is not in the ordinary course of business, and will increase your current utilityplant by at least 20 percent.
Brief Project Description: (improvement, replacement,building construction, expansion. If expansion, provide the estimated number of new customers):
Projected Costs and Funding Sources/Amounts:
Approval Status: (Application for financial assistance filed, but not approved; or application approved, but have not advertised for construction bids)
Location: (community, area or nearby roads)

History-Legal Name (Ref Page: 4)

1. Exact name of utility making this report.
(Use the words "The", "Company" or "Incorporated" only when part of the corporate name.)
EAST CLARK COUNTY WATER DISTRICT

History-Location (Ref Page: 4)

	Name	Address	City	State	Zip	Phone
Give the location,including street and number, and TELEPHONE NUMBER of the principal office in KY.						
principal office in KY	EAST CLARK COUNTY WATER DISTRICE	118 HOPKINS ST	WINCHESTER	KY	40391	(859) 745-1458
Give name, title, address and TELEPHONE NUMBER of the officer						
to whom correspondence concerning this report should be addressed.						
	WILLIAM BALLARD	118 HOPKINS ST	WINCHESTER	KY	40391	(859) 745-1458
Location where books are located	COMPANY OFFICE	118 HOPKINS ST	WINCHESTER	KY	40391	
Name of the Headquartered County	CLARK					

History-Date Organized (Ref Page: 4)

	Date
Date of Organization	1967

History-Laws of Organization (Ref Page: 4)

	List
If a consolidated or merger company, name all contigent and all merged companies. Give reference to charters or general laws governing each, and all amendments of same	
Date and Authority for each consolidation and each merger.	

History-Departments (Ref Page: 4)

		List
State whether respondent is a water district or association	WATER DISTRICT	
Name all operating departments other than water		

History - Counties (Ref Page: 5)

Clark

20800 East Clark County Water District 01/01/2024 - 12/31/2024

History - Number of Employees (Ref Page: 5)

	Count
Number of Full-time employees	8
Number of Part-time employees	1

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Contacts (Ref Page: 6)

	Title	Last Name	First Name	Bus. Addr.	Salary	Term Expires	County of Residence
Person to send correspondence:	DISTRICT MANAGER	BALLARD	WILLIAM	118 HOPKINS LN WINCHESTER KY 40391			
Person who prepared this report	CPA	LAWTON	RUTH	3236 TATES CREEK LEXINGTON KY 40502			
Managers							
	DISTRICT MANAGER	BALLARD	WILLIAM	118 HOPKINS LN WINCHESTER KY 40502	$108,432.00		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Commissioners (Water Districts Only)

Item	Type either Yes or No
Have visited the Water Commissioner site using the link provided below.	Yes
Attest Commissioners listed below are correct for the report period and current commissioner details are up to date.	Yes

Title	First Name	Last Name	Appointment	TermExpires	County Of Residence	Salary
Commissioner	Harry	Fiefhaus	1/1/2023	12/31/2026	Clark	6000.00
Chairman	Ted	Marcum	1/1/2022	12/31/2025	Clark	6000.00
Commissioner	Rhonda	Morphew	7/12/2023	6/30/2027	Clark	6000.00
Commissioner	Ernest	Pasley	8/1/2020	7/31/2024	Clark	6000.00
Commissioner	Kenny	Segress	1/1/2023	12/31/2026	Clark	6000.00
Commissioner	Craig	Vaughn	3/27/2023	12/31/2024	Clark	6000.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Balance Sheet - Assets and Other Debits (Ref Page: 7)

	Previous Year	Current Year
UTILITY PLANT		
Utility Plant (101-106)	$14,449,366.00	$14,933,084.00
Less: Accumulated Depreciation and Amortization (108-110)	$7,377,989.00	$7,543,030.00
Net Plant	$7,071,377.00	$7,390,054.00
Utility Plant Acquisition Adjustments (Net) (114-115)		
Other Utility Plant Adjustments (116)		
Total Net Utility Plant	$7,071,377.00	$7,390,054.00
OTHER PROPERTY AND INVESTMENTS		
Nonutility Property (121)		
Less: Accumulated Depreciation and Amortization (122)		
Net Nonutility Property		
Investment in Associated Companies (123)		
Utility and Other Investments (124-125)	$1,543,032.00	$1,623,817.00
Sinking Funds (126)		
Other Special Funds (127)	$94,471.00	$82,564.00
Total Other Property and Investments	$1,637,503.00	$1,706,381.00
CURRENT AND ACCRUED ASSETS		
Cash (131)	$571,811.00	$673,899.00
Special Deposits (132)		
Other Special Deposits (133)		
Working Funds (134)		
Temporary Cash Investments (135)		
Accounts and Notes Receivable, Less Accumulated Provision for Uncollectible Accounts (141-144)	$181,599.00	$184,017.00
Accounts Receivable from Associated Companies (145)		
Notes Receivable from Associated Companies (146)		
Materials and Supplies (151-153)	$58,270.00	$73,306.00
Stores Expense (161)		
Prepayments (162)	$20,447.00	$25,851.00
Accrued Interest and Dividends Receivable (171)	$22,985.00	$14,811.00
Rents Receivable (172)		
Accrued Utility Revenues (173)		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Balance Sheet - Assets and Other Debits (Ref Page: 7)

	Previous Year	Current Year
Misc. Current and Accrued Assets (174)		
Total Current and Accrued Assets	$855,112.00	$971,884.00
DEFERRED DEBITS		
Unamortized Debt Discount and Expense (181)		
Extaordinary Property Losses (182)		
Preliminary Survey and Investigation Charges (183)		
Clearing Accounts (184)		
Temporary Facilities (185)		
Misc. Deferred Debits (186)	$347,561.00	$331,067.00
Research and Develpment Expenditure (187)		
Total Deffered Debits	$347,561.00	$331,067.00
TOTAL ASSETS AND OTHER DEBITS	$9,911,553.00	$10,399,386.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Balance Sheet - Equity Capital and Liabilities (Ref Page: 9)

	Previous Year	Current Year
EQUITY CAPITAL		
Appropriated Retained Earnings (214)	$108,648.00	$103,998.00
Retained Earnings From Income before contributions (215.1)	$1,720,663.00	$1,854,660.00
Donated Capital (215.2)	$5,928,363.00	$6,517,580.00
Total Equity Capital	$7,757,674.00	$8,476,238.00
LONG-TERM DEBT		
Bonds (221)	$595,000.00	$510,000.00
Reaquired Bonds (222)		
Advances from Associated Companies (223)		
Other Long-Term Debt (224)		
Total Long Term Debt	$595,000.00	$510,000.00
CURRENT AND ACCRUED LIABILITIES		
Accounts Payable (231)	$8,644.00	$10,835.00
Notes Payable (232)		
Accounts Payable to Associated Co. (233)		
Notes Payable to Associated Co (234)		
Customer Deposits (235)	$144,687.00	$153,237.00
Accrued Taxes (236)		
Accrued Interest (237)	$9,741.00	$8,695.00
Matured Long-Term Debt (239)		
Matured Interest (240)		
Tax Collections Payable (241)		
Misc. Current and Accrued Liabilities (242)	$63,145.00	$57,478.00
Total Current and Accrued Liabilities	$226,217.00	$230,245.00
DEFFERRED CREDITS		
Unamortized Premium on Debt (251)	$9,528.00	$6,206.00
Advances for Construction (252)		
Other Deferred Credits (253)	$232,736.00	$382,138.00
Total Deferred Credits	$242,264.00	$388,344.00
OPERATING RESERVES		
Accumulated Provision For:		
Property Insurance (261)		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Balance Sheet - Equity Capital and Liabilities (Ref Page: 9)

	Previous Year	Current Year
Injuries and Damages (262)		
Pensions and Benefits (263)	$1,090,398.00	$794,559.00
Miscellaneous Operating Reserves (265)		$0.00
Total Operating Reserves	$1,090,398.00	$794,559.00
Total Equity Capital and Liabilities	$9,911,553.00	$10,399,386.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Comparative Operating Statement (Ref Page: 11)

	Previous Year	Current Year
UTILITY OPERATING INCOME		
Operating Revenues (400)	$1,758,534.00	$1,802,347.00
Operating Expenses (401)	$1,355,154.00	$1,364,596.00
Depreciation Expenses (403)	$378,743.00	$390,074.00
Amortization of Utility Plant Acquisition Adjustment (406)		
Amortization Expense (407)		
Taxes Other Than Income (408.10-408.13)	$34,077.00	$37,526.00
Utility Operating Expenses	$1,767,974.00	$1,792,196.00
Utility Operating Income	($9,440.00)	$10,151.00
Income From Utility Plant Leased to Others (413)		
Gains (Losses) from Disposition of Utility Property (414)		
Total Utility Operating Income	($9,440.00)	$10,151.00
OTHER INCOME AND DEDUCTIONS		
Revenues From Merchandising, Jobbing and contract work (415)		
Costs and Expenses of Merchandising, Jobbing and Contract Work (416)		
Interest and Dividend Income (419)	$40,059.00	$78,978.00
Allowance for funds Used During Constructions (420)		
Nonutility Income (421)		$5,923.00
Miscellaneous Nonutility Expenses (426)		
Total Other Income and Deductions	$40,059.00	$84,901.00
TAXES APPLICABLE TO OTHER INCOME		
Taxes Other Than Income (408.20)		
Total Taxes Applic. to Other Income		
INTEREST EXPENSE		
Interest Expense (427)	$18,662.00	$19,043.00
Amortization of Debt Discount and Exp. (428)		$0.00
Amortization of Premium on Debt (429)	$2,432.00	($1,035.00)
Total Interest Expense	$21,094.00	$18,008.00
EXTRAORDINARY ITEMS		
Extraordinary Income (433)		
Extraordinary Deductions (434)		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Comparative Operating Statement (Ref Page: 11)

	Previous Year	Current Year
Total Extraordinary Items		
NET INCOME BEFORE CONTRIBUTIONS	$9,525.00	$77,044.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Statement of Retained Earnings (Ref Page: 12)

	Description	Total
Appropriated Retained earnings (214)		
(state balance and purpose of each appropriated amount at year end:)		
	DEBT SERVICE	$103,998.00
Total Appropriated Retained Earnings		$103,998.00
Retained Earnings From Income Before Contributions (215.1)		
Balance beginning of year		$1,720,663.00
Balance transferred from Net Income Before Contributions (435)		$77,044.00
Changes to account:		
Appropriations of Retained Earnings (436)		$56,953.00
Adjustments to Retained Earnings (439)		
(requires Commission approval prior to use):		
Credits		
Debits		
Balance End of Year		$1,854,660.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Statement of Retained Earnings (cont. 215.2) (Ref Page: 12)

Description	Tapping Fees	Grants	Other	Total
Donated Capital (215.2)				
Balance Beginning of the Year	$932,945.00	$4,276,048.00	$719,387.00	$5,928,363.00
Credits				
Proceeds from capital contributions (432)	$60,700.00	$528,517.00	$0.00	$589,217.00
Other Credits (explain)				
Debits (explain - requires Commission Approval)				
Balance End of Year	$993,645.00	$4,804,565.00	$719,387.00	$6,517,580.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Net Utility Plant (Accts. 101-106) (Ref Page: 13)

	Total
Utility Plant in Service (101)	$14,933,084.00
Utility Plant Leased to Others (102)	
Property Held for Future Use (103)	
Utility Plant Purchased of Sold (104)	
Construction Work in Progress (105)	
Completed Construction Not Classified (106)	
Total Utility Plant	$14,933,084.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Accumulated Depreciation (Acct. 108) (Ref Page: 13)

	Description	Total
Balance First of Year		$7,377,989.00
Credit during year		
Accruals Charged to Account 108.1		$390,074.00
Accruals Charged to Account 108.2		
Accruals Charged to Account 108.3		
Accruals Charged to Other Acccounts (specify)		
(specify)		
Salvage Value Recovered on Plant Retired		
Other Credits		
(specify)		$0.00
Total Credits		$390,074.00
Debits during year:		
Book Cost of Plant Retired		
Cost of Removal		$0.00
Other Debits		
(specify)	REDIRED ASSETS	$225,029.00
Total Debits		$225,029.00
Balance at End of Year		$7,543,034.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Utility Plant Accounts (Ref Page: 14)

	Prev Year (c)	Additions (d)	Retirement (e)	Current Yr(f)	Intngble. Plant (g)	Supply & Pump.	Water Treatmnt.	Trans. and Distr.	General Plant
Organization (301)									
Franchises (302)									
Land and Land Rights (303)	$90,044.00	$0.00	$0.00	$90,044.00	$0.00	$0.00	$0.00	$0.00	$90,044.00
Structures and Improvements (304)		$752,657.00	$134,872.00	$617,785.00	$0.00	$0.00	$0.00	$617,785.00	$0.00
Collecting and Impounding Reservoirs (305)									
Lakes, Rivers and Other Intakes (306)									
Wells and Springs (307)									
Infiltration Galleries and Tunnels (308)									
Supply Mains (309)									
Power Generation Equipment (310)									
Pumping Equipment (311)	$98,539.00	$0.00	$0.00	$98,539.00	$0.00	$0.00	$0.00	$98,539.00	$0.00
Water Treatment Equipment (320)									
Distribution Reservoirs and Standpipes (330)									
Transmission and Distribution Mains (331)	$11,419,345.00	$21,691.00	$0.00	$11,441,035.00	$0.00	$0.00	$0.00	$11,441,035.00	$0.00
Services (333)									
Meters and Meter Installations (334)	$1,310,352.00	$60,690.00	$0.00	$1,371,047.00	$0.00	$0.00	$0.00	$1,371,047.00	$0.00
Hydrants (335)									
Backflow Prevention Devices (336)									

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Utility Plant Accounts (Ref Page: 14)

	Prev Year (c)	Additions (d)	Retirement (e)	Current Yr(f)	Intngble. Plant (g)	Supply & Pump.	Water Treatmnt.	Trans. and Distr.	General Plant
Other Plant and Misc. Equipment (339)	$1,045,306.00	$0.00	$25,513.00	$296,664.00	$0.00	$0.00	$0.00	$296,664.00	$0.00
Office Furniture and Equip. (340)		$90,209.00	$16,584.00	$73,625.00	$0.00	$0.00	$0.00	$73,625.00	$0.00
Transportation Equipment (341)	$369,494.00	$0.00	$51,350.00	$318,119.00	$0.00	$0.00	$0.00	$318,119.00	$0.00
Stores Equipment (342)									
Tools, Shop and Garage Equip (343)									
Laboratory Equipment (344)									
Power Operated Equipment (345)									
Communication Equipment (346)									
Miscellaneous Equipment (347)									
Other Tangible Plant (348)	$116,286.00	$531,630.00	$21,691.00	$626,226.00	$0.00	$0.00	$0.00	$0.00	$626,226.00
Total Water Plant	$14,449,366.00	$1,456,877.00	$250,010.00	$14,933,084.00	$0.00	$0.00	$0.00	$14,216,814.00	$716,270.00

Analysis of Accumulated Depreciation and Amortization by Primary Acct (Ref Page: 15)

	Balance Beg Yr(c)	Cr-Chg Dep Exp(d)	Other Credits (e)	Charges-Plant Ret(f)	Other Charges (g)	Balance End Yr (h)
Organization (301)						
Franchises (302)						
Land and Land Rights (303)						
Structures and Improvements (304)		$357,489.00	$0.00	$86,298.00	$0.00	$271,187.00
Collecting and Impounding Reservoirs (305)						
Lake, River and Other Intakes (306)						
Wells and Springs (307)						
Infiltration Galleries and Tunnells (308)						
Supply Mains (309)						
Power Generating Equipment (310)						
Pumping Equipment (311)	$69,768.00	$3,049.00	$0.00	$0.00	$0.00	$72,817.00
Water Treatment Equipment (320)						
Distributions Reservoirs and Standpipes (330)						
Transmission and Distribution Mains (331)	$5,614,486.00	$254,044.00	$0.00	$0.00	$0.00	$5,868,529.00
Services (333)						
Meters and Meter Installations (334)	$822,496.00	$57,136.00	$0.00	$0.00	$0.00	$879,633.00
Hydrants (335)						
Backflow Prevention Devices (336)						
Other Plant and Miscellaneous Equipment (339)	$611,661.00	$14,065.00	$0.00	$400,699.00	$0.00	$225,027.00
Office Furniture and Equip. (340)	$65,931.00	$5,266.00	$0.00	$10,495.00	$0.00	$54,647.00
Transportation Equipment (341)	$193,647.00	$28,919.00	$0.00	$51,376.00	$0.00	$171,190.00
Stores Equipment (342)						

Analysis of Accumulated Depreciation and Amortization by Primary Acct (Ref Page: 15)

	Balance Beg Yr(c)	Cr-Chg Dep Exp(d)	Other Credits (e)	Charges-Plant Ret(f)	Other Charges (g)	Balance End Yr (h)
Tools, Shop and Garage Equip (343)						
Laboratory Equipment (344)						
Power Operated Equipment (345)						
Communication Equipment (346)						
Miscellaneous Equipment (347)						
Other Tangible Plant (348)						
Totals	$7,377,989.00	$719,968.00	$0.00	$548,868.00	$0.00	$7,543,030.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Accumulated Amortization (Acct. 110) (Ref Page: 16)

Description	Total
Balance First of Year	
Credit during year	
Accruals Charged to Account 110.1	
Accruals Charged to Account 110.2	
Other Credits	
(specify)	
Total Credits	
Debits during year:	
Book Cost of Plant Retired	
Other Debits	
(specify)	
Total Debits	
Balance end of Year	

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Utility Plant Acquisition Adjustments (Accts. 114-115) (Ref Page: 16)

	Description	Total
Acquistion Adjustments (114)		
(specify)		
Total Plant Acquisition Adjustments		
Accumulated Amortization (115)		
(specify)		
Total Accumulated Amortization		
Net Aquisition Adjustments		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Accounts and Notes Receivable - Net (Accts 141-144) (Ref Page: 18)

Description	Total
Accounts and Notes Receivable	
Customer Accounts Receivable (141)	$122,574.00
Other Accounts Receivable (142)	
UNBILLED CUSTOOMER RECEIVABLE	$61,443.00
Total Other Accounts Receivable	$61,443.00
Notes Receivable (144)	
Total Notes Receivable	
Total Accounts and Notes Receivable	$184,017.00
Accumultated Provision for Uncollectible Accounts (143)	
Balance First of Year	
Add:	
Provision for uncollectibles for current year	
Collections of accounst previously written off	
Other	
(specify)	
Total Additions	
Deduct accounts written off during year:	
Other	
(specify)	
Total Deductions	
Balance end of Year	
Total Accounts and Notes Receivable - Net	$184,017.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Investments and Special Funds (Ref Page: 17)

	Description (a)	Face or Par Value (b)	Year End Book Cost
Investment in Associated Companies (123)			
Total Investment in Associated Companies			
Utility Investments (124)			
	CERTIFICATES OF DEPOSIT	$1,623,817.00	$1,623,817.00
Total Utility Investments			$1,623,817.00
Other Investments (125)			
Total Other Investments			
Sinking Funds (126)			
Total Sinking Funds			
Other Special Funds (127)			
	BOND PAYMENT ACCOUNTS	$82,564.00	$82,564.00
Total Other Special Funds		$82,564.00	$82,564.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Materials and Supplies (151-153) (Ref Page: 19)

	Total
Plant Materials and Supplies (151)	$73,306.00
Merchandise (152)	
Other Materials and Supplies (153)	
Total Materials and Supplies	$73,306.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Prepayments (Acct. 162) (Ref Page: 19)

Description	Total
Prepaid Insurance	$25,851.00
Prepaid Rents	
Prepaid Interest	
Prepaid Taxes	
Other Prepayments	
(Specify)	
Total Prepayments	$25,851.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Miscellaneous Deferred Debits (Acct. 186) (Ref Page: 20)

	Total
Miscellaneous Deferred Debits (186)	
Deferred Rate Case Expense (186.1)	
Other Deferred Debits (186.2)	$331,067.00
Regulatory Assets (186.3)	
Total Miscellaneous Deferred Debits	$331,067.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Unamortized Debt Discount and Expense and Premium on Debt (Accts 181 and 251) (Ref Page: 20)

	Description	Amt Written Off during year	Year End Balance
Unamortized Debt Discount and Expense (181)			
Total Unamortized Debt Discount and Expense			
Unamortized Premium on Debt (251)			
	BOND PREMIUM	$0.00	$6,206.00
Total Unamortized Premium on Debt		$0.00	$6,206.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Extraordinary Property Losses (Acct. 182) (Ref Page: 21)

Description	Total
Extraordinary Property Losses (182)	
(Specify)	
Total Extraordinary Property Losses	

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Advances for Construction (Acct. 252) (Ref Page: 21)

	Total
Balance First of Year	
Add credits during year	
Deduct charges during year	
Balance end of year	

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Long Term Debt (Ref Page: 22)

	Description of Obligation (a)	Issue Date (b)	Mature Date (c)	Interest Expense for Year Rate (d)	Interest Expense for Year Amount(e)	Principal per Balance Sheet Date (f)
Total						

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Bonds - Account 221 (Ref Page: 23)

	Par Value of Actual Issue (1)	Cash Realized on Actual Issue (2)	Par Val of Amt. Held by or for Respondent (3)	Actually Outstanding at Close of Year (4)	Interest During Year Accrued (5)	Interest During Year Actually Paid (6)
	$720,000.00	$0.00	$0.00	$285,000.00	$10,211.00	$12,772.00
	$520,000.00	$0.00	$0.00	$225,000.00	$7,509.00	$9,394.00
	$130,000.00	$0.00	$0.00	$0.00	$288.00	$360.00
Total	$1,370,000.00	$0.00	$0.00	$510,000.00	$18,008.00	$22,526.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Schedule of Bond Maturities (Ref Page: 23)

	Bond Numbers (7)	Maturity Date (8)	Interest Rate (9)	Principal Amt (10)	Amounts Paid (11)	Remaing Bonds Outstanding (12)
	2010	2030	3.9000	$325,000.00	$40,000.00	$285,000.00
	2011	2031	2.1500	$255,000.00	$30,000.00	$225,000.00
	2013	2024	4.5000	$15,000.00	$15,000.00	$0.00
Total				$595,000.00	$85,000.00	$510,000.00
(The total of Column 12 must agree with the total of col 4)						

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Notes Payable (Accts 232 and 234) (Ref Page: 24)

	Description	Nominal Date of Issue	Date of Maturity	Int. Rate	Int. Payment	Principal Amt Per Bal Sheet
Account 232 - Notes Payable						
Total Account 232						
Account 234 - Notes Payable to Associated Companies						
Total Account 234						

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Accounts Payable to Associated Companies (Acct. 233) (Ref Page: 24)

	Description	Total
Show Payable to Each Associated Company Seperately		
(Specify)		
Total		

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Taxes Accrued (Acct. 236) (Ref Page: 25)

	Total
Balance First of Year	
Accruals Charged:	
Utility regulatory assessment fees (408.10)	$2,808.00
Property taxes (408.11)	
Payroll taxes (employer`s portion) (408.12)	$34,718.00
Other taxes and licenses (408.13)	
Taxes other than income, other income and deductions (408.20)	
Total taxes accrued	$37,526.00
Taxes paid during year:	
Utility regulatory assessment fees (408.10)	$2,808.00
Property taxes (408.11)	$34,718.00
Payroll taxes (employer`s portion) (408.12)	
Other taxes and licenses (408.13)	
Taxes other than income, other income and deductions (408.20)	
Total Taxes Paid	$37,526.00
Balance end of year	

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Accrued Interest (Account 237) (Ref Page: 25)

	Description of Debt (a)	Balance Beg of Year (b)	Interest Accrued(c)	Interest Paid (d)	Balance End of Year (e)
Long Term Debt:					
		$9,741.00	$19,043.00	$20,089.00	$8,695.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
		$0.00	$0.00	$0.00	$0.00
Notes Payable:					
		$0.00	$0.00	$0.00	$0.00
Customer Deposits:					
Other					
Total Acct. No 237		$9,741.00	$19,043.00	$20,089.00	$8,695.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Miscellaneous Current and Accrued Liabilities (Acct. 242) (Ref Page: 26)

	Description	Balance End Year
	ACCRUED LIABILITIES	$33,120.00
	ACCRUED COMPENSATED ABSENCES	$24,358.00
Total Miscellaneous Current and Accrued Liabilities		$57,478.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Regulatory Commission Expense(Acct 666 and 667) (Ref Page: 26)

	Description of Case (Docket No.) (a)	Total Incurred During Year (b)	Amt Transferred to Acct 186.1 (c)	Expensed During Year Acct (d)	Expensed During Year Amount (e)
Total					

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Operating Revenue (Ref Page: 27)

	Beginning Year Customers	Year End Customers	Amount
Operating Revenues			
Unmetered Water Revenue (460)	0	0	$0.00
Metered Water Revenue (461)			
Sales to Residential Customers (461.1)	2,658	2,726	$1,741,122.00
Sales to Commercial Customers (461.2)	22	17	$18,056.00
Sales to Industrial Customers (461.3)	0	0	$0.00
Sales to Public Authorities (461.4)			
Sales to Multiple Family Dwellings (461.5)			
Sales through Bulk Loading Stations (461.6)	0	0	$3,505.00
Total Metered Sales	2,680	2,743	$1,762,683.00
Fire Protection Revenue (462)			
Public Fire Protection (462.1)			
Private Fire Protection (462.2)			
Total Fire Protection Revenue			
Other Sales to Public Authorities (464)			
Sales to Irrigation Customers (465)			
Sales for Resale (466)			
Interdepartmental Sales (467)			
Total Sales of Water	2,680	2,743	$1,762,683.00
Other Water Revenues			
Guaranteed Revenues (469)			
Forfeited Discounts (470)			
Miscellaneous Service Revenues (471)			$39,664.00
Rents from Water Property (472)			
Interdepartments Rents (473)			
Other Water Revenues (474)			
Total Other Water Revenues			$39,664.00
Total Water Operating Revenues			$1,802,347.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Utility Expense Accounts (Ref Page: 28)

	Current Year (c)	Supply and Exp-Op. (d)	Supply and Exp-Maint. (e)	Water Treatmnt. Exp-Op. (f)	Water Treatmnt Exp-Maint. (g)	Trans and Dist. Exp- Op (h)	Trans and Dist. Exp- Maint. (i)	Customer Accts Exp. (j)	Admin and Gen Exp.
Salaries and Wages-Employees (601)	$440,118.00	$0.00	$0.00	$0.00	$0.00	$0.00	$298,869.00	$0.00	$141,249.00
Salaries and Wages-Officers, Directors and Majority Stockholders (603)	$29,826.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$29,826.00
Employee Pensions and Benefits (604)	$123,463.00	$0.00	$0.00	$0.00	$0.00	$0.00	$83,839.00	$0.00	$39,624.00
Purchased Water (610)	$407,723.00	$407,723.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
Purchased Power (615)	$36,095.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,452.00	$0.00	$7,643.00
Fuel for Power Production (616)									
Chemicals (618)									
Materials and Supplies (620)	$99,516.00	$0.00	$0.00	$0.00	$0.00	$0.00	$95,614.00	$0.00	$3,902.00
Contractual Services - Eng. (631)									
Contractual Services - Acct. (632)	$25,384.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,384.00
Contractual Services - Legal (633)									
Contractual Services - Management Fees (634)									
Contractual Serves - Water Testing (635)	$7,164.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,164.00	$0.00	$0.00
Contractual Services - Other (636)	$98,451.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,776.00	$0.00	$73,675.00
Rental of Bld./Real Property (641)									

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Utility Expense Accounts (Ref Page: 28)

	Current Year (c)	Supply and Exp-Op. (d)	Supply and Exp-Maint. (e)	Water Treatmnt. Exp-Op. (f)	Water Treatmnt Exp-Maint. (g)	Trans and Dist. Exp- Op (h)	Trans and Dist. Exp- Maint. (i)	Customer Accts Exp. (j)	Admin and Gen Exp.
Rental of Equipment (642)	$7,995.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,995.00	$0.00	$0.00
Transportation Expenses (650)	$33,069.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,214.00	$0.00	$2,855.00
Insurance - Vehicle (656)									
Insurance - General Liability (657)	$46,298.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$46,298.00
Insurance - Worker`s Compensation (658)									
Insurance - Other (659)									
Advertising Expenses (660)									
Regulatory Commission Exp.									
- Amortization of Rate Case (666)									
-Other (667)									
Water Resource Conservation Expense (668)									
Bad Debt (670)	$1,845.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,845.00
Miscellaneous Expenses (675)	$7,649.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,649.00
Total	$1,364,596.00	$407,723.00	$0.00	$0.00	$0.00	$0.00	$576,923.00	$0.00	$379,950.00

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Pumping and Water Statistics - part one (Ref Page: 29)

	Water Purchased For Resale (Omit 000`s) (b)	Water Pumped from Wells (Omit 000`s) (c)	Total Water Pumped and Purchased (Omit 000`s) (d)	Water Sold To Customers (Omit 000`s) (e)
January	11,267	0	11,267	9,248
February	12,475	0	12,475	10,457
March	9,873	0	9,873	8,365
April	10,114	0	10,114	8,835
May	12,639	0	12,639	11,364
June	13,308	0	13,308	11,981
July	14,704	0	14,704	13,679
August	14,605	0	14,605	13,230
September	12,881	0	12,881	11,490
October	12,030	0	12,030	10,575
November	11,102	0	11,102	9,642
December	10,345	0	10,345	9,069
Total for the year	145,343	0	145,343	127,935

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Pumping and Water Statistics - part two (Ref Page: 29)

	Gallons	Date
Maximum Gallons pumped by all methods in any one day (Omit 000`s)	623	6/22/2024
Minimum Gallons pumped by all methods in any one day (Omit 000`s)	227	4/15/2024

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Pumping and Water Statistics - part three (Ref Page: 29)

	List
If water is purchased indicate the following:	
Vendor	WMU AND KY AM WATER
Point of Delivery	WMU: PARIS RD, ECTON RD, HUGHES AVE, TWO MILE RD, FLANAGAN STATION, ELKIN STATION RD. KY AM: FORD.

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Pumping and Water Statistics - part four (Ref Page: 29)

	Entity Receiving Water	Maximum Daily	Maximum Monthly
If water is sold to other water utilities for redistribution, identify all entities with whom the utility has a water sales contract and the maximum quantity the utility is under contract			
to provide daily and monthly. If unlimited then list "unlimited" otherwise list in thousands of gallons.			

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Sales For Resale (466) (Ref Page: 30)

	Company	Gallons (Omit 000`s)	Avg. Rate Per 1000 Gallons (Cents)	Amount
Total				

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Water Statistics (Ref Page: 30)

Description	Gallons (Omit 000`s)	Percent
1. Water Produced, Purchased and Distributed		
2. Water Produced		
3. Water Purchased	145,343	
4. Total Produced and Purchased	145,343	
6. Water Sales:		
7. Residential	125,588	
8. Commercial	1,402	
9. Industrial	566	
10. Bulk Loading Stations	379	
11. Wholesale		
12. Public Authorities		
13. Other Sales (explain)		
14. Total Water Sales	127,935	
16. Other Water Used		
17. Utility/water treatment plant	144	
18. Wastewater plant		
19. System flushing	894	
20. Fire department		
21. Other Usage (explain)		
22. Total Other Water Used	1,038	
24. Water Loss		
25. Tank Overflows		
26. Line Breaks		
27. Line Leaks	16,370	
28. Excavation Damages		
29. Theft		
30. Other Loss (Explain)	0	
31. Total Water Loss	16,370	
Note: Line 14 + Line 22 + Line 31 must equal Line 4		
Water Loss Percentage		
Line 31 divided by Line 4		11.2630

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Plant Statistics (Ref Page: 31)

	Give the following information
Number of fire hydrants, by size	ECCWD DOES NOT PROVIDE FIRE HYDRANTS, ONLY FLUSHING HYDRANTS: 45 - 5 1/4" X 2 1/2" HYDRANTS; 98 - 2 1/2" HYDRANTS; 143 TOTAL FLUSHING HYDRANTS.
Number of private fire hydrants, by size	NONE
If produced whether water supply is river, impounded streams, well,springs,artificial lake,or collector well	N/A
If produced whether supply is by gravity, pumping or a combination	PURCHASED COMBINATION
Type, capacity, and elevation of reservoirs at overflow and ground level	KY 15 ELEVATED TANK 500,000 GALLONS, GROUND ELEVATION 1093.5 FT, OVERFLOW 1220 FT. ECTON RD STANDPIPE 381,000 GALLONS, GROUND ELEVATION 1076.5 FT, OVERFLOW 1180 FT,, NOT IN SERVICE. TRAPP STANDPIPE 100,000 GALLONS, GROUND ELEVATION 930 FT, OVERFLOW 1017.5 FT, NOT IN SERVICE. COLE RD ELEVATED 200,000 GALLONS, GROUND ELEVATION 1050 FT, OVERFLOW 1150 FT.
Miles of main by size and kind	2" PVC 80 FT - 1.0152 MILES. 3" PVC - 18,143 FT, 3.4361 MILES, 3"DIP - 161 FT, 0.0305 MILES. 4" PVC - 672,616 FT, 127.389 MILES. 4"DIP - 5,260 FT, 0.996 MILES. 4" POLY - 2,540 FT, 0.481 MILES. 6" PVC - 329,888 FT, 64.319 MILES. 6" DIP - 3,117 FT, 0.590 MILES. 6" POLY - 664 FT, 0.1257 MILES. 8" PVC - 18,303 FT, 3.4664 MILES. 8" POLY - 1,486 FT, 02814 MILES. 10" PVC - 808 FT, 0.153 MILES. TOTAL - 1,062,786 FT, 201.2851 MILES.
Types of filters: gravity or pressure, number of units and total rated in capacity in gal. per min.	N/A
Type of disinfectant, number of units and capacity in pounds per 24 hours	LIQUID BLEACH AT TWO SITES, SITE 1) 12.5 LBS PER DAY MAXIMUM. SITE 2) 1.5 LBS PER DAY MAXIMUM.
Station Equpment. List each pump,giving type and capacity, HP of driving unit and character of driving unit(steam/electric/int. combustion) also whether pump is high/ low duty	ECTON PUMP - TWO GRUNDFOS CR64-3-2 PUMPS RATED 300 GPM POWERED BY 30 HP MOTORS. MUDDY CREEK - TWO BERKLEY CENTRIFUGAL PUMPS RATED AT 173 GPM POWERED BY 15 HP MOTORS. TWO MILE PUMP - TWO CRANE CENTRIFUGAL PUMPS RATED AT 231 GPM POWERED BY 15 HP MOTORS.
Quantity of fuel used: coal in lbs., gas in cu.ft., oil in gals.,and electric in KWH	ELECTRICITY APPROXIMATELY 164,850 KWH
Give description and total cost of any sizable additions or retirements to plant and service outside the normal system of growth for the period covered by this report	N/A
Capacity of clear well	N/A
Peak month, in gallons of water sold	JUNE 2024 - 13,308
Peak day, in gallons of water sold	JUNE 22, 2024 - 623

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Plant Statistics - Part B (Ref Page: 31)

	Type
Choose one to indicate the type of Water Supply	Purchase

20800 East Clark County Water District 01/01/2024 - 12/31/2024

Plant Statistics - Part C (Ref Page: 31)

	Type
Choose one to indicate the type of Water Supply Method	Pumping

CheckList

Item	Value 1	Value 2	Agree	Explain
NOTE: Any mention of page numbers or Line items refers to the annual report published and distrubuted for the 2002 report period.				
Identifications pages (ref 4-6) have been completed.				
Balance Sheet - Assets and Other Debts (ref. pg 7)				
Utility Plant (Accts 101-106) agrees with Sched: Net Utility Plants Accts 101-106 (ref pg 13) Line: Total Utility Plant	14933084.00	14933084.00	OK	
Accts 108-110 Acc. Depreciation and Amort. agrees with Sched: Analysis of Acc. Dep. and Amort. (ref pg 15) Line: Total 301-348 Col h	7543030.00	7543030.00	OK	
Accts 114-115 Utility Plant Acquistion Adjustments agrees with Sched: Utility Plant Aquisition Adjustments (ref pg 16) Line: Net Acquisition Adjustments (114-115)	0	0	OK	
Accts 123 Investment in Assoc. Companies agrees with Sched: Investments and Spec. Funds (ref pg 17) Line: Total Investment in Associated Companies	0	0	OK	
Accts 124-125 Utility Investments agrees with Sched: Investments and Spec. Funds (ref pg 17) Sum of Lines: 124 Total Utility Investments and 125 Total Other Investments	1623817.00	1623817.00	OK	
Accts 126 Sinking Funds agrees with Sched: Investments and Spec. Funds (ref pg 17) Line: 126 Total Sinking Funds	0	0	OK	
Accts 127 Other Special Funds agrees with Sched: Investments and Spec. Funds (ref pg 17) Line: Total 127 Other Special Funds	82564.00	82564.00	OK	
Accts 141-144 Accounts and Notes Receivable agrees with Sched: Accts and Notes Receivable (ref pg 18) Line: Net Balance141-144	184017.00	184017.00	OK	
Accts 151-153 Material and Supplies agrees with Sched: Material and Supplies (ref pg 19) Line: Total 151-153	73306.00	73306.00	OK	

CheckList

Item	Value 1	Value 2	Agree	Explain
Accts 162 Prepayments agrees with Sched: Prepayments (ref pg 19) Line: Total 162	25851.00	25851.00	OK	
Accts 181 Unamortized Debt Discount and Expense agrees with Sched: Unamortized Debt Discount and Exp. (ref pg 20) Line: Total 181	0	0	OK	
Accts 182 Extraordinary Prop. losses agrees with Sched: Extraordinary Property Losses (ref pg 21) Line: Total 182	0	0	OK	
Accts 186 Misc. Deferred Debits agrees with Sched: Misc. Deferred Debits (ref pg 20) Line: Total 186	331067.00	331067.00	OK	
Balance Sheet - Equity Capitol and Liabilities (ref. pg 9)				
Accts 214 Appropriated Retained Earnings agrees with Sched: Statement of Retained Earnings (ref pg 12) Line: Total Appropriated Retained Earnings 214	103998.00	103998.00	OK	
Accts 215.1 Retained Earnings from Income before Contributions with Sched: Statement of Retained Earnings (ref pg 12) Line: Balance End of Year 215.1	1854660.00	1854660.00	OK	
Accts 215.2 Donated Capital with Sched: Statement of Retained Earnings (cont. 215.2) (ref pg 12) Line: Balance End of Year 215.2	6517580.00	6517580.00	OK	
Accts 221 Bonds agrees with Sched: Account 221 (ref pg 23) Line: Total Outstanding Bonds Col 4	510000.00	510000.00	OK	
Accts 221 Bonds agrees with Sched: Schedule of Bond Maturities (ref pg 23) Line: Total Remaining Bonds (Col 12)	510000.00	510000.00	OK	
Accts 224 Other Long Term Debt agrees with Sched: Long Term Debt (ref pg 22) Line: Total Acct 224 col f	0	0	OK	
Accts 232 Notes Payable agrees with Sched: Notes Payable (Accts 232 and 234) (ref pg 24) Line: Total Acct 232	0	0	OK	

CheckList

Item	Value 1	Value 2	Agree	Explain
Accts 233 Accounts Payable to Associated Co. agrees with Sched: Accounts Payable to Assoc. Companies (Accts 233) (ref pg 24) Line: Total Acct 233	0	0	OK	
Accts 234 Notes Payable agrees with Sched: Notes Payable (Accts 232 and 234) (ref pg 24) Line: Total Acct 234	0	0	OK	
Accts 236 Taxes Accrued Balance First of Year agrees with Sched: Taxes Accrued (Accts 236) (ref pg 25) Line: Beginning Balance	0	0	OK	
Accts 236 Taxes Accrued agrees with Sched: Taxes Accrued (Accts 236) (ref pg 25) Line: Ending Balance	0	0	OK	
Accts 237 Accrued Interest Balance from Prev Year agrees with Sched: Accrued Interest (Accts 237) (ref pg 25) Line: Total 237 Balance Beginning of Year -Col b	9741.00	9741.00	OK	
Accts 237 Accrued Interest agrees with Sched: Accrued Interest (Accts 237) (ref pg 25) Line: Total 237 Balance End of Year -Col e	8695.00	8695.00	OK	
Accts 242 Misc. Current and Accrued Liabilities agrees with Sched: Misc current and Accrued Liabilities (Accts 242) (ref pg 26) Line: Total Miscellaneous and Current Accrued Liabilities	57478.00	57478.00	OK	
Accts 251 Unamortized Premium on Debt agrees with Sched: Unamorted Debt Discount and Expense and Premium on Debt (Accts 181 - 251) (ref pg 20) Line: Total 251	6206.00	6206.00	OK	
Accts 252 Advances for Contruction agrees with Sched: Advances for Contstruction (Accts 252) (ref pg 21) Line: Total 252	0	0	OK	
Total Equity Capital and Liabilities agrees with Balance Sheet - Assets and Other Debits: Total Assets and Other Debits	10399386.00	10399386.00	OK	
Comparitive Operating Statement (ref pg 10)				

CheckList

Item	Value 1	Value 2	Agree	Explain
Accts 400 Operating Revenues agrees with Sched: Water Operating Revenue (Accts 400) (ref pg 27) Line: Total Water Operating Revenues - Col e	1802347.00	1802347.00	OK	
Accts 401 Operating Expenses agrees with Sched: Water Utility Expense Accounts (ref pg 28) Line: Total Accts (601-675) - Col c	1364596.00	1364596.00	OK	
Accts 408.1 Taxes Other than Income agrees with Schedule Taxes Accrued (Acct 236) (ref pg 26) Sum of Accts 408.10 - 408.13	37526.00	37526.00	OK	
Sum of Accts 408.1and 408.2 agrees with Sched: Taxes Accrued (Acct 236) (ref pg 25) Line: Total taxes Accrued	37526.00	37526.00	OK	
Accts 427 Interest Expense agrees with Sched: Accrued Interest (Acct 237) (ref pg 25) Line: Total Acct No 237 Col c - Interest Accrued	19043.00	19043.00	OK	
Net Income agrees with Sched: Retained Earnings (Acct 237) (ref pg 12) Line: Balance Transfered from Income (Acct 435)	77044.00	77044.00	OK	
Miscellaenous				
Schedule Net Utility Plant Accts 101 - 106 (ref pg 13) Utility Plant (101) agrees with Sched: Water Utility Plant Accounts (ref pg 14) Line: Total Water Plant Col f - Current Year	14933084.00	14933084.00	OK	
The analysis of water utility plant accounts Cols c though k has been completed (Ref pg 14)				
The analysis of accumulated depreciation and amortization by primary account has been completed. (Ref pg 14)				
Sched: Misc. Defferred Debits (Acct 186) Deferred Rate Case (Acct 186.1) agrees with Sched: Amort. of Rate Case (Acct 665 and 667) (ref pg 26) Line: Total Col c - Amt Transfered to 186.1	0	0	OK	
Schedule of Long Term Debt has been completed (ref pg 22)				

CheckList

Item	Value 1	Value 2	Agree	Explain
Schedule of Bond Maturities has been completed (ref pg 23)				
Taxes collected (example: school tax, sales tax, franchise tax) have been excluded from Operating Revenue (Ref pg 29)				
The analysis of water opertating revenue Cols c,d and e have been completed. (Ref pg 28)				
The analysis of water utility expense accounts Cols c through k have been completed. (Ref pg 28)				
Schedule of Pumping and Purchased Water Statistics has been completed (Ref pg 29)				
Sched Pumping and Water Statistics - part one (ref pg 29) Line Total for the year - Col Total (d) agrees with Sched Water Statistics (ref pg 30) Line 4. Total Produced and Purchased Col Gallons	145343	145343	OK	
Sched Pumping and Water Statistics - part one (ref pg 29) Line Total for the year - Col Water Sold(e) agrees with Sched Water Statistics (ref pg 30) Line Total Water Sales Col Gallons	127935	127935	OK	
Sched Sales for Resale (ref pg 30) 466 Total Gal agrees with Sched Water Statistics (ref pg 30) Total Water Sales	0	0	OK	
Schedule Water Statistics (ref pg 30) Lines 14,22 and 31 must equal Line 4	145343	145343	OK	
Have visited the Water Commissioner site. (Water Districts ONLY)				Yes
Attest Commissioners listed on the Commissioner Schedule are correct for the report period and current commissioner details are up to date. (Water Districts ONLY)				Yes
Oath Page Has been Completed				

Upload supporting documents

Document	Description	Supports
SD_20800_2024_1.pdf	Audit Report	Audit Report

Utility ID: 20800

OATH

Commonwealth of Kentucky)
) ss:
County of CLARK)

TED MARCUM makes oath and says
(Name of Officer)

that he/she is CHAIRMAN of
(Official title of officer)

East Clark County Water District
(Exact legal title or name of respondent)

that it is his/her duty to have supervision over the books of account of the respondent and to control the manner in which such books are kept; that he/she knows that such books have, during the period covered by the foregoing report, been kept in good faith in accordance with the accounting and other orders of the Public Service Commission of Kentucky, effective during the said period; that he/she has carefully examined the said report and to have the best of his/her knowledge and belief the entries contained in the said report have, so far as they relate to matters of account, been accurately taken from the said books of account and are in exact accordance therewith; that he/she believes that all other statements of fact contained in the said report are true; and that the said report is a correct and complete statement of the business and affairs of the above-named respondent during the period of time from and including

January 1, 2024 , to and including December 31, 2024

Ted Paul Marcum
(Signature of Officer)

subscribed and sworn to before me, a NOTARY PUBLIC , in and for

the State and County named in the above this 27th day of March, 2025

(Apply Seal Here)

My Commission expires 3/23/2027

William Ballard KYNP67944
(Signature of officer authorized to administer oath)

[Persons making willful false statements in this report may be punished by fine or imprisonment under KRS 523.040 and 523.100.]

Exhibit 20

Written Notification
to
State Local Debt Officer

Submit by Email | Print Form

Page 1

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

For DLG staff use only:

File #_____
Received_____

Completion and delivery of this form to the address below shall satisfy the requirements of KRS 65.117, which prohibits any city, county, urban-county, consolidated local government, charter county, special district, or taxing district from entering into any financing obligation of any nature, except leases under $200,000, without first notifying the state local debt officer in writing. This form shall also serve as application for approval of debt issuance when applicable. An electronic version of the form is available at www.dlg.ky.gov.

✓ Type of debt to be issued (must check one):	SLDO Approval Required	Complete Sections
☐ Short Term Borrowing - KRS 65.7701 et seq.	No	A, B, C
☐ Lease from $200,000 - $500,000 - KRS 65.940 et seq.	No	A, B, D
☐ Lease exceeding $500,000 - KRS 65.940 et seq.	Yes (Counties only)	A, B, D
☐ General Obligation Bond - KRS Chapter 66	Yes (Counties only)	A, B, E
☐ Public Project Rev. Bond - KRS Chapter 58	No	A, B, E
☐ Public Project Rev. Bond w/Lease - KRS 66.310(2)	Yes (Counties only)	A, B, D, E
☐ Industrial Revenue Bond - KRS Chapter 103	Yes (All Borrowers)	A, B, F
☐ Other Bonds (True Revenue, Utility Assessment, TIF)	No	A, B, E

X Assistance Agreement, Long-Term Financing

Section A - Borrower Information

Agency Name: East Clark County Water District

Governing Body: East Clark County Water District Board of Commissioners

Street Address: 118 Hopkins Lane

P.O. Box #: 112 City: Winchester

County: Clark Zip: 40392

Authorized Official: Ted Marcum, Chairman Board of Commissioners

Section B - Terms of Financial Obligation

Please provide all relevant information. Fields in **bold** are mandatory.

Principle Amount:	841,383	**Date of Issue:**	10/01/2025
Maturity Date(s):	07/01/2046	**Payment Schedule:** (must attach schedule)	
Term:	20 years	**Number of Renewal Periods:**	0
Interest Rate(s):	2.25	**Type of Interest (fixed or variable):** Fixed	
Retirement Method:	Semi-Annual payments of principal and interest		
Lender's Name:	Kentucky Infrastructure Authority		
Lender's Address:	100 Airport Road, Frankfort, Kentucky 40601		
Right of Termination:	None		
Termination Penalties:	None		
Prepayment Provisions:	District may prepay without penalty		
Trustee or Paying Agent:			
AOC Funded Percentage:	0.00		

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section C - Note (Loan) Information/Documentation

Purpose - Briefly explain the documented need that necessitates this note (loan) and the public purpose it is intended to address. (Attach additional information if necessary):

The loan will fund replacement and upgrading of some of the oldest water lines in the District's system. The existing lines will be replaced with pipe having a class 250 pressure-rating in order to more effectively utilize the pumping capacity of the Muddy Creek Pump Station. See Attached KIA Staff Analysis.

Pledge of Taxes/Description:

NONE

Pledge of Revenue/Description:

Revenues from water operations pledged as security; rates will produce at least a 1.1x debt service plus O&M expenses.

Pledge of Project Revenues (Attach documentation which substantiates the revenue projections):

See attached KIA Staff Analysis.

Have bids been sought by the local governments to determine the financial and programmatic competitiveness of the note (loan) proposal? ○ Yes ○ No

If No, explain what steps were taken to ensure adequate competition.

Loan was secured from Kentucky Infrastructure Authority through the Infrastructure Revolving Fund (Fund B). KIA is an entity of the Commonwealth of Kentucky. Its rates are below market rates.

Required Attachments

1. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the note and statement as to taxes and revenues to be collected during the term of the note.

Section D - Lease Information/Documentation

Describe the real or personal property to be acquired or constructed:

Not Applicable. no lease will be executed.

Type of Lease : ☐ General Obligation ☐ Revenue

Is Lease Annually Renewable? ○ Yes ○ No

Does Agency seek approval without a hearing? ○ Yes ○ No Justification: ☐ Revenue ☐ Refunding

If yes, must attach certification from counsel regarding county obligation.

Does this lease refund a prior lease? ○ Yes ○ No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If lease requires SLDO approval)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing (if hearing is required) and newspaper advertisement tear sheet
3. Copy of lease
4. Executed copy of ordinance/resolution of fiscal court authorizing the lease
5. Certification from local government attesting to the ability to meet additional financial commitments necessitated by the lease and statement as to taxes and revenues to be collected during the term of the lease.

Please continue to the next page

NOTIFICATION OF INTENT TO FINANCE AND APPLICATION FOR DEBT APPROVAL

Form # SLDO-1
Revised 1/1/2011

Section E - Bond Information/Documentation

Please provide all relevant information. Fields in **bold** are mandatory

Describe the purpose of the bond:
Not Applicable. No bonds will be issued.

Bond Counsel:

Counsel Address:

Financial Advisor:

Advisor Address:

Bond Series:

Call Date:

Does this bond refund a prior bond? ○ Yes ○ No

If yes, please state the name, date and principal amount of original issue(s) being refunded:

Required Attachments (If SLDO Approval is Required)

1. Minutes from the local public hearing
2. Affidavit of publication of SLDO hearing and newspaper advertisement tear sheet
3. Executed copy of ordinance/resolution of fiscal court authorizing financial plan for the issuance of the bonds
4. Proposed plan of financing
5. Preliminary official statement (if applicable)
6. Sources and uses table

Additional Required Attachments for KRS Chapter 103 Bonds

1. Documentation in an appropriate form substantiating the project's eligibility under KRS 103.2101(1)(a)-(e).
2. If the project requires approval of the reduction in property taxes, attach any documentation provided to agency responsible for approval.

******

By signing below, the Authorized Official certifies that the foregoing is true and accurate to the best of his or her knowledge.

Name (please print) Ted Marcum	Date: 08-21-2025
Title: Chairman of the Board of Commissioners	Signature: Judge Paul Marcum

Mail to:
Department for Local Government
Attn: State Local Debt Officer
1024 Capital Center Drive, Suite 340
Frankfort, KY 40601

Fax to: 502-573-3712

EXECUTIVE SUMMARY		Reviewer	Jeremy Skinner
KENTUCKY INFRASTRUCTURE AUTHORITY		Date	April 3, 2025
FUND B, INFRASTRUCTURE		KIA Loan Number	B25-008
REVOLVING LOAN FUND		WRIS Number	WX21049041
BORROWER	EAST CLARK COUNTY WATER DISTRICT CLARK COUNTY		

BRIEF DESCRIPTION

The East Clark County Water District is requesting a Fund B loan in the amount of $841,383. This loan will be used in conjunction with a previously awarded Cleaner Water Program grant to fund the Mt Sterling Rd and KY 89 Water Line Upgrade project. The project will replace approximately 3,200 linear feet (LF) of 6-inch water line along Mt. Sterling Road (US 60), approximately 7,200 LF of 6-inch water line along KY 89, and approximately 750 LF of 3-inch water line along Hilltop Drive with new Class 250 SDR 17 PVC. Creek crossings will be installed by directional drill method using DR 11 HDPE water line. The project will also include either new meter settings and service line from the new water mains or reconnection to the existing meter settings. Other proposed project components include valves, flush hydrants, and road bores with steel cover pipe. The project will replace some of the oldest water lines in the District's system. The existing water lines experience frequent leaks and breaks causing service disruptions as well as potential health hazards.

PROJECT FINANCING		PROJECT BUDGET	
Fund B Loan	$841,383	Administrative Expenses	$35,000
22CWW028	748,617	Legal Expenses	20,000
	-	Land, Easements	20,000
		Planning	10,000
		Eng - Design / Const	104,000
		Eng - Insp	65,000
	-	Eng - Other	30,000
	-	Construction	1,187,000
	-	Contingency	119,000
TOTAL	$1,590,000	TOTAL	$1,590,000

REPAYMENT	Rate	2.25%	Est. Annual Payment	$54,157
	Term	20 Years	1st Payment	6 Mo. after first draw
PROFESSIONAL SERVICES	Engineer	Bell Engineering		
	Bond Counsel	Dinsmore & Shohl, LLP		
PROJECT SCHEDULE	Bid Opening	May-25		
	Construction Start	Jun-25		
	Construction Stop	Jan-26		
DEBT PER CUSTOMER	Existing	$221		
	Proposed	$472		
OTHER DEBT		See Attached		

RESIDENTIAL RATES		Users	Avg. Bill	
	Current	2,737	$51.36	(for 4,000 gallons)
	Additional	0	$51.36	(for 4,000 gallons)

REGIONAL COORDINATION This project is consistent with regional planning recommendations.

CASHFLOW	Cash Flow Before Debt Service	Debt Service	Cash Flow After Debt Service	Coverage Ratio
Audited 2021	272,601	104,757	167,844	2.6
Audited 2022	387,767	109,328	278,439	3.5
Audited 2023	479,804	103,526	376,278	4.6
Projected 2024	442,576	108,649	333,927	4.1
Projected 2025	404,833	95,809	309,023	4.2
Projected 2026	364,405	146,935	217,470	2.5
Projected 2027	325,431	143,800	181,631	2.3
Projected 2028	285,748	140,665	145,084	2.0

Reviewer: Jeremy Skinner
Date: April 3, 2025
Loan Number: B25-008

KENTUCKY INFRASTRUCTURE AUTHORITY
INFRASTRUCTURE REVOLVING LOAN FUND (FUND B)
EAST CLARK COUNTY WATER DISTRICT, CLARK COUNTY
PROJECT REVIEW
WX21049041

I. PROJECT DESCRIPTION

The East Clark County Water District is requesting a Fund B loan in the amount of $841,383. This loan will be used in conjunction with a previously awarded Cleaner Water Program grant to fund the Mt Sterling Rd and KY 89 Water Line Upgrade project. This project will replace some of the oldest water lines in the District's system. The existing water lines experience frequent leaks and breaks causing service disruptions as well as potential health hazards.

The project will replace approximately 3,200 linear feet (LF) of 6-inch water line along Mt. Sterling Road (US 60), approximately 7,200 LF of 6-inch water line along KY 89, and approximately 750 LF of 3-inch water line along Hilltop Drive with new Class 250 SDR 17 PVC. Creek crossings will be installed by directional drill method using DR 11 HDPE water line. The project will also include either new meter settings and service line from the new water mains or reconnection to the existing meter settings. Other proposed project components include valves, flush hydrants, and road bores with steel cover pipe.

East Clark County Water District serves 2,720 residential and 17 commercial customers. The District purchases water from Winchester Municipal Water and, to a lesser extent, Kentucky-American Water.

II. PROJECT BUDGET

	Total
Administrative Expenses	$ 35,000
Legal Expenses	20,000
Land, Easements	20,000
Planning	10,000
Engineering Fees - Design	104,000
Engineering Fees - Inspection	65,000
Engineering Fees - Other	30,000
Construction	1,187,000
Contingency	119,000
Total	**$ 1,590,000**

III. PROJECT FUNDING

	Amount	%
Fund B Loan	$ 841,383	53%
22CWW028	748,617	47%
Total	**$ 1,590,000**	**100%**

IV. KIA DEBT SERVICE

Construction Loan	$ 841,383
Less: Principal Forgiveness	0
Amortized Loan Amount	$ 841,383
Interest Rate	2.25%
Loan Term (Years)	20
Estimated Annual Debt Service	52,475
Administrative Fee (0.20%)	1,683
Total Estimated Annual Debt Service	**$ 54,157**

V. PROJECT SCHEDULE

Bid Opening:	May 2025
Construction Start:	June 2025
Construction Stop:	January 2026

VI. RATE STRUCTURE

A. Customers

Customers	Current
Residential	2,720
Commercial	17
Industrial	0
Total	2,737

B. Rates

WATER	Current	Prior
Date of Last Rate Increase	3/29/2022	8/1/2012
Minimum (2,000 gallons)	$28.08	$26.30
Next 8,000 Gallons (per 1,000)	11.64	10.90
Next 40,000 Gallons (per gallon)	10.33	9.68
Next 50,000 Gallons (per gallon)	9.03	8.46
Cost for 4,000 gallons	$51.36	$48.10
Increase %	6.8%	
Affordability Index (Rate/MHI)	0.7%	0.6%

VII. DEMOGRAPHICS

Based on current Census data from the American Community Survey 5-Year Estimate 2018-2022, the Utility's service area population is 6,573 with a Median Household Income (MHI) of $90,075. The MHI for the Commonwealth is $60,183. The loan will qualify for a 2.25% interest rate.

VIII. FINANCIAL ANALYSIS

Financial information was obtained from the audited financial statements for the years ended December 31, 2021, through December 31, 2023. The non-cash impacts of GASB 68 – Accounting and Financial Reporting for Pensions and GASB 75 – Accounting and Financial Reporting for Other Postemployment Benefit have been removed from the operating expenses. Percentage references in the History section below are based on whole dollar amounts and not the rounded amounts presented.

HISTORY

Operating revenues increased 15.2 percent from $1.53 million in 2021 to nearly $1.76 million in 2023, outpacing operating expenses which increased 6.9 percent over the same period. Revenue growth was primarily driven by a March 2022 rate adjustment and, to a lesser extent, increased customer demand. Operating expenses rose just 2 percent in 2023 despite an increase in employee salaries due to a decrease in employee benefit costs and stable maintenance, equipment, and utility costs. The District's purchased water costs remained stable over the period, ranging from approximately $390 thousand to $410 thousand annually. The District's existing debt consists of revenue bonds with a total balance of less than $600,000 that will be paid off by 2031. The debt coverage service ratio was 2.6, 3.5, and 4.6 for 2021, 2022, and 2023, respectively.

The balance sheet reflects a current ratio of 7.8, a debt-to-equity ratio of 0.3, 42.5 days of sales in accounts receivable, and 5.0 months of operating expenses in unrestricted cash.

PROJECTIONS

Projections are based on the following assumptions:

1) Water revenues will remain unchanged from 2023 due to there being no anticipated rate adjustments in the near-term and to account for possible fluctuations in consumer demand.
2) Operating expenses will increase 3 percent annually due to inflation and general expense increases.
3) The debt service coverage ratio is 2.5 in 2026 when principal and interest repayments commence.

Based on the pro forma assumptions, the utility shows adequate cash flow to repay the KIA Fund B loan.

The ENTITY is regulated by the Public Service Commission (PSC) and will need to apply to the PSC, pursuant to KRS 278.300, for debt authorization for the $841,383 loan and must receive a Certificate of Public Convenience and Necessity, pursuant to KRS 278.020.

REPLACEMENT RESERVE

The replacement reserve will be 5% ($42,000 total) of the final amount borrowed to be funded annually ($2,100 yearly) each December 1 for 20 years and maintained for the life of the loan.

IX. DEBT OBLIGATIONS

	Outstanding	Maturity
KRWFC Series 2010C	$ 325,000	2030
KRWFC Series 2011C	255,000	2031
KRWFC 2013C	15,000	2024
Total	**$595,000**	

X. CONTACTS

Legal Applicant	
Name	East Clark Water District
Address	P.O. Box 112 Winchester, KY 40392
County	Clark
Authorized Official	William Ballard
Phone	(859) 745-1458
Email	wdballard@bellsouth.net

Project Contact - Applicant	
Name	Michael A. Lile, PE
Organization	Bell Engineering
Address	205 E. Mount Vernon Street Somerset, KY 42501
Phone	(606) 485-4011
Email	mlile@hkbell.com

Project Administrator	
Name	Casey Cash
Organization	Bluegrass Area Development District
Address	699 Perimeter Drive Lexington, KY 40517
Phone	(859) 460-6216
Email	ccash@bgadd.org

Consulting Engineer	
Name	Michael A. Lile, PE
Firm	Bell Engineering
Address	205 E. Mount Vernon Street Somerset, KY 42501
Phone	(606) 485-4011
Email	mlile@hkbell.com

XI. RECOMMENDATIONS

KIA staff recommends approval of the loan with the standard.

EAST CLARK COUNTY WATER DISTRICT

FINANCIAL SUMMARY (DECEMBER YEAR END)

	Audited 2021	Audited 2022	Audited 2023	Projected 2024	Projected 2025	Projected 2026	Projected 2027	Projected 2028
Balance Sheet								
Assets								
Current Assets	2,001,116	2,203,102	2,398,144	2,565,124	2,719,635	2,828,371	2,919,186	2,991,728
Other Assets	7,925,514	7,681,772	7,524,530	7,312,751	8,678,519	8,368,762	8,041,084	7,695,133
Total	9,926,630	9,884,874	9,922,674	9,877,874	11,398,155	11,197,132	10,960,270	10,686,861
Liabilities & Equity								
Current Liabilities	285,742	286,431	306,217	301,373	343,642	343,842	344,042	354,242
Long Term Liabilities	1,950,618	1,930,094	1,806,480	1,731,480	2,455,794	2,338,725	2,221,656	2,094,586
Total Liabilities	2,236,360	2,216,525	2,112,697	2,032,853	2,799,436	2,682,567	2,565,698	2,448,829
Net Assets	7,690,270	7,668,349	7,809,977	7,845,021	8,598,719	8,514,565	8,394,573	8,238,033
Cash Flow								
Revenues	1,526,493	1,690,894	1,758,534	1,758,534	1,758,534	1,758,534	1,758,534	1,758,534
Operating Expenses	1,300,942	1,365,544	1,372,089	1,405,311	1,439,449	1,476,632	1,512,686	1,549,740
Other Income	47,050	62,417	93,359	89,353	85,748	82,503	79,583	76,954
Cash Flow Before Debt Service	272,601	387,767	479,804	442,576	404,833	364,405	325,431	285,748
Debt Service								
Existing Debt Service	104,757	109,328	103,526	108,649	95,809	92,778	89,643	86,508
Proposed KIA Loan	0	0	0	0	0	54,157	54,157	54,157
Total Debt Service	104,757	109,328	103,526	108,649	95,809	146,935	143,800	140,665
Cash Flow After Debt Service	167,844	278,439	376,278	333,927	309,023	217,470	181,631	145,084
Ratios								
Current Ratio	7.0	7.7	7.8	8.5	7.9	8.2	8.5	8.4
Debt to Equity	0.3	0.3	0.3	0.3	0.3	0.3	0.3	0.3
Days Sales in Accounts Receivable	40.6	38.6	42.5	42.5	42.5	42.5	42.5	42.5
Months Operating Expenses in Unrestricted Cash	5.9	7.3	5.0	6.3	7.4	8.2	8.7	9.0
Debt Coverage Ratio	2.6	3.5	4.6	4.1	4.2	2.5	2.3	2.0

Tina Frederick

From: Abney, Jefferson (DLG) <jefferson.abney@ky.gov>
Sent: Monday, August 25, 2025 12:23 PM
To: Tina Frederick
Subject: Re: Notification of Issuance of Debt Instrument - East Clark County Water District

External email

Hi Tina,

Thanks! I will send an acknowledgement letter soon.

Jefferson Abney, MPA
Local Government Advisor
Department for Local Government
(502) 892-3701
DLG Website
Connect on LinkedIn
100 Airport Rd, 3rd Floor, Frankfort, KY 40601

TEAM KENTUCKY | My New Kentucky Home

From: Tina Frederick <tina.frederick@skofirm.com>
Sent: Friday, August 22, 2025 6:35 PM
To: Abney, Jefferson (DLG) <jefferson.abney@ky.gov>
Subject: Notification of Issuance of Debt Instrument - East Clark County Water District

****CAUTION** PDF attachments may contain links to malicious sites. Please contact the COT Service Desk ServiceCorrespondence@ky.gov for any assistance.**

Mr. Abney,

Stoll Keenon Ogden PLLC represents East Clark County Water District ("the District") in its efforts to secure funding for certain water system improvements.

The Kentucky Infrastructure Authority ("KIA") has agreed to lend to the District $841,383 to finance those improvements to be repaid over a 20 year period. This loan will be evidenced by an Assistance Agreement between the two entities. In accordance with KRS 65.117(1). The District hereby gives notice of its intent to execute such an Assistance Agreement and enter a lang-term debt obligation with KIA. Attached is a completed Notification of Intent to Finance Form containing specific information regarding the proposed long-term debt obligation with KIA.

I respectfully request that receipt of this electronic message and its attachment be acknowledged by separate email message.

Please contact me if there are any questions regarding the proposed long-term debt obligation.

Sincerely,
Tina c. Frederick
Counsel for East Clark County Water District

Tina Frederick
Attorney

tina.frederick@skofirm.com
Direct: 859.231.3951
Main: 859.231.3000

Stoll Keenon Ogden PLLC
300 W. Vine St., Suite 2100
Lexington, KY 40507

Louisville | Lexington | Indianapolis | Evansville | Frankfort | Jeffersonville
Stoll Keenon Ogden PLLC is Mansfield Certified. skofirm.com

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If you are a client of this firm, we respectfully remind you that to avoid waiver of the attorney-client privilege, you should not send, forward, or show this e-mail or attachments to anyone else. Thank you.

Exhibit 21

Estimate of Acquired Property

Detailed Estimate of Acquired Property Classified According To The Uniform System of Accounts for Class A/B Water Districts and Associations

East Clark County Water District
Mt. Sterling Road and KY 89 Water Line Upgrade Project

Account No.	Account Description	Estimate
331	Transmission and Distribution Mains	$1,385,634
334	Meters and Meter Installation	$ 111,665
335	Hydrants	$ 92,701
	TOTAL	**$1,590,000**