

Law Office Of
WARREN K. HOPKINS
Attorney at Law

405 Maple Street, Suite B
Murray, Kentucky 42071

Telephone (270) 759-9504

Facsimile (270) 759-9821

November 8, 2012

RECEIVED

NOV 09 2012

PUBLIC SERVICE
COMMISSION

VIA FEDEX 1 of 2

Public Service Commission
ATTN: JEFF DEROUEN, Executive Director
211 Sower Boulevard
Frankfort, Kentucky 40602-0615

Re: Application of the Dexter-Almo Heights Water District for a Certificate of Public Convenience and Necessity to construct and finance a water works improvements project pursuant to KRS 278.020 and 278.300.

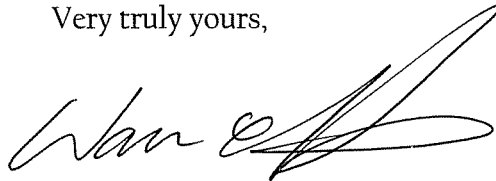
To Whom It May Concern:

Please find enclosed, five (5) Applications, along with required attachments submitted on behalf of the Dexter-Almo Heights Water District, Project #WX31035006. The additional five (5) applications are contained in Fedex 2 of 2 submitted of even date. I have enclosed one (1) additional copy to be stamped and returned to my office in the enclosed self addressed stamped envelope.

On behalf of the Dexter-Almo Heights Water District, I am requesting this Application be expedited as the bids will expire on or about November 25, 2012. Time is of the essence.

Thank you for your prompt attention to this matter. Your assistance is greatly appreciated. If you have any questions regarding this matter, please do not hesitate to contact my office.

Very truly yours,



Warren K. Hopkins
Attorney at Law

enclosures (5)

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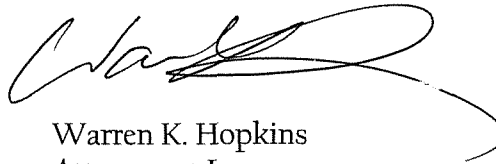
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COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

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PUBLIC SERVICE
COMMISSION

IN THE MATTER OF:

APPLICATION OF THE DEXTER-ALMO HEIGHTS WATER
DISTRICT FOR A CERTIFICATE OF PUBLIC CONVENIENCE
AND NECESSITY TO CONSTRUCT AND FINANCE
A WATERWORKS IMPROVEMENTS PROJECT
PURSUANT TO KRS 278.020 AND 278.300,

CASE NO. _____

APPLICATION

The Dexter-Almo Heights Water District (the "District"), by counsel, pursuant to KRS 278.020, petitions the Commission for a certificate of public convenience and necessity to construct a waterworks improvement project and finance said project. The following information is filed in accordance with the Commission's regulations:

1. The District's office address is Post Office Box 55, 351 Almo Road, Almo, Kentucky 42020. Its principal officers are listed in its 2011 Annual Report, which is on file with the Commission;
2. The District is a non-profit water district organized under KRS Chapter 74 and has no separate articles of incorporation or by-laws;
3. A description of the District's water system and its property stated at original cost by accounts is contained in its 2011 Annual Report, which is incorporated by reference pursuant to 807 KAR 5:001 Section (5) (5). All required normal financial schedules and other data are in the Annual Report;
4. The Hopkins Road Loop Project #WX31035006 (the "Project") consists of the construction of improvements to the waterworks system as described in Exhibit "A" and the plat of the subject property described on Exhibit "I", both of which are respectively attached hereto;
5. The Project is in the public interest and will improve the District's system - see Exhibit "B" attached hereto;
6. The total project cost is approximately \$95,776.00, as set forth in the Final Project Budget attached hereto as Exhibit "C";

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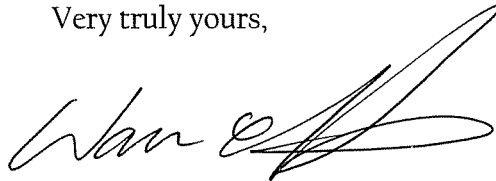
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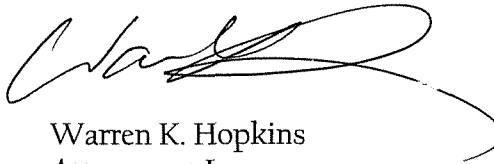
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enclosures (5)

7. The District has obtained all of the easements for the Project;
8. This service will not compete with any other utility in the area;
9. Based on these facts, the District believes that it is in the public interest that this certificate be granted and that the plan of financing be authorized;
10. Copies of the certified bid tabulations are attached hereto as Exhibit "D";
11. The following information is provided in response to 807 KAR 5:001 Section (8)(3);
 - a. Articles of Incorporation - None, the District is a statutorily created water district under KRS Chapter 74;
 - b. No new franchises are required. No permits are needed. See letter from Energy And Environment Cabinet approving the Project as well as approval from the Calloway County Judge Executive, both of which are attached hereto and collectively marked Exhibit "G"
 - c. Diagrams of the proposed construction and construction specifications are contained in the Plans and Specifications on file with the Commission. See Exhibit "A" and Exhibit "I" respectively attached hereto.
 - d. Three (3) maps of suitable scale showing location of the proposed facilities are attached hereto;
 - e. The construction costs will be funded from the re-authorized reallocation funding from the state budget (See Exhibit "E");
 - f. The estimated cost of operation of the system after Project completion is attached hereto as Exhibit "F";
12. The following information is provided as required by 807 KAR 5:001 Section (11)(1);
 - a. A general description of the property is contained in the 2011 Annual Report;
 - b. Financial information relating to the construction. See Exhibits "C" and "E" respectively attached hereto.
 - c. All funds are to be used in accordance with the Final Project Budget, see Exhibit "C";

- d. No real properties are being acquired in connection with this Project;
- e. See letter from Energy And Environment Cabinet approving project, along with approval by the Calloway County Judge Executive, both of which are attached hereto and collectively marked Exhibit "G".

13. The detailed Statement of Revenues, Expenses and Changes in Net Assets, Statement of Net Assets and Statement of Cash Flows for the twelve month period ending on December 31, 2011 are attached hereto as Exhibit "H";

14. The following exhibits are provided pursuant to 807 KAR 5:001 section (11)(2);

- a. The District hereby requests and moves for a deviation, pursuant to 807 KAR 5:001, Section 14, from the requirements of 807 KAR 5:001, Section 6, which requires that the financial data filed with the Application be for a twelve (12) month period ending within ninety (90) days of the filing of the application. The District states that there has been no change that is material in nature in the financial condition or operation of the District since December 31, 2011. The financial data filed herewith as Exhibit "G" is for the twelve (12) month period ending December 31, 2011. This is the most recent published financial data available. Because the Project has been bid and the District is under a bid-hold period by the Contractors, the District cannot run the risk of delaying the commencement of the Project and losing the favorable bids while more current financial data is compiled;

- b. There are no trust deeds or mortgages applicable;

- c. Maps and detailed plans are on file with the Commission.

15. District requests that it be granted a deviation under 807 KAR 5:001(14), if necessary to accommodate any situation where inflexible compliance with a regulation would be impracticable, onerous or which would hinder District's daily operations.

WHEREFORE, the Applicant Dexter -Almo Heights Water District requests that the Public Service Commission of Kentucky grant to the Applicant the following:

- A. A certificate of public convenience and necessity permitting the Applicant to construct a water system improvement project;

- B. An order approving the financing arrangements.
- C. Applicant's motion for a deviation from the 90 day requirement for financial information as required by 807 KAR 5:001 Section (11) (2) (a).

DEXTER-ALMO HEIGHTS WATER DISTRICT

By: Joe Dan Taylor
JOE DAN TAYLOR, Chairman

COMMONWEALTH OF KENTUCKY
COUNTY OF CALLOWAY

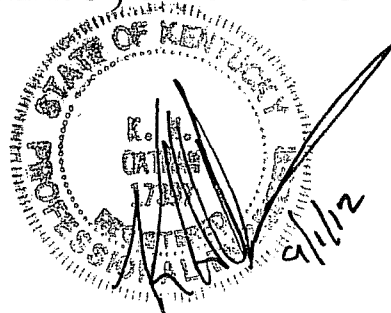
I, the undersigned Notary Public, do hereby certify that the foregoing instrument was duly subscribed, acknowledged and sworn to before me by JOE DAN TAYLOR, Chairman of the Dexter-Almo Heights Water District, who is personally known to me (or proved to me on the basis of satisfactory evidence), as his duly authorized act, on this the 8th day of November, 2012.

Lonnie Miller
NOTARY PUBLIC, State at Large
MY COMMISSION EXPIRES: 11-14-14

PROJECT SPECIFICATIONS

HOPKINS ROAD WATER MAIN EXTENSION PHASE 1

Dexter-Almo Heights Water District
Almo, Kentucky



September 1, 2012

ADVERTISEMENT FOR BIDS

1. INVITATION

Sealed proposals for the following work will be received by the Dexter-Almo Heights Water District, 351 Almo Road, Almo, Kentucky 42020, in the manner and on the date hereinafter specified for the Hopkins Road Water Main Extension – Phase 1 as set forth in the specifications and as shown on the drawings under the terms and conditions of this Invitation.

2. PROJECT DESCRIPTION

Project consists of the construction of 3,630 lf of 6-inch PVC water main, 25 lf of 10-inch Steel Casing Pipe (Bored and Jacked) and all related work along Charley Miller and Hopkins Road in Calloway County, Kentucky.

3. METHOD OF RECEIVING BIDS

Bids will be received from Prime Contractors on a Unit Price Amount for the total project. All phases of the work shall be submitted in the manner herein described and on the official proposal form included with the conditions and specifications and shall be subject to all the conditions as set forth and described in the Bid Documents.

Bids shall be submitted only on the Form of Proposal supplied by the Owner. Failure to comply with the foregoing requirements will be cause for invalidation of bid.

4. METHOD OF AWARD

Final award of Contract will be made on the basis of the lowest, responsive and responsible bid which offers the best value.

5. SCHEDULE OF PROJECT

Substantial completion, 60 calendar days from issuance of a written work order.

Final completion, 30 calendar days after the date of substantial completion.

6. BONDING

All bids shall be accompanied by a bid guarantee of not less than five (5%) percent of the amount of the base bid. A 100% Performance Bond and 100% Payment Bond shall be furnished by the successful bidder.

7. PLANS AND SPECIFICATIONS REVIEW

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

1. Dexter-Almo Heights Water District, 351 Almo Road, Almo, Kentucky 42020

8. OBTAINING PLANS AND SPECIFICATIONS

Plans and Specifications may be obtained from the Dexter-Almo Heights Water District, 351 Almo Road, Almo Kentucky, 42020, upon receipt of a check in accordance with the charge schedule below. All checks shall be payable to Dexter-Almo Heights Water District. **(HOURS TO OBTAIN PLANS AND SPECIFICATIONS ARE 8:00 A.M. TO 11:30 A.M. - MONDAY THROUGH THURSDAY.)**

INDEX TO PROJECT MANUAL

FRONT END DOCUMENTS

Advertisement for Bids	Pages 1 thru 3
Form of Proposal	Pages 1 thru 10
Contract Agreement	Pages 1 thru 3
Special Conditions	Pages 1 thru 7

DIVISION 1 – GENERAL REQUIREMENTS

Section 01028	Change Order Procedures	Pages 1 thru 1
Section 01039	Coordination and Meetings	Pages 1 thru 3
Section 01100	Summary	Pages 1 thru 1
Section 01300	Submittals	Pages 1 thru 4
Section 01370	Schedule of Values	Pages 1 thru 1
Section 01400	Quality Control	Pages 1 thru 2
Section 01500	Temporary Facilities and Controls	Pages 1 thru 4
Section 01600	Materials And Equipment	Pages 1 thru 4
Section 01700	Contract Closeout	Pages 1 thru 4
Section 01740	Warranties And Bonds	Pages 1 thru 2

DIVISION 2 – SITE WORK

Section 02225	Trenching	Pages 1 thru 5
Section 02667	Water Distribution Mains	Pages 1 thru 7

Questions about obtaining plans and specifications may be directed to Kathy Wyatt, Project Administrator, Dexter-Almo Heights Water District at (270) 753-9101.

CONTRACT DOCUMENT FEE

The nonrefundable fee of \$20.00 will provide the contractor with one (1) set of Specifications, all addenda, and bidding documents.

9. BID SUBMITTAL

Contractors must submit their bid in a sealed envelope and the envelope must contain the following information on the outside lower left-hand corner, viz.:

SEALED BID: HOPKINS ROAD WATER MAIN EXTENSION – PHASE 1

BID OPENING DATE: SEPTEMBER 25, 2012, AT 4:30 PM CENTRAL PREVAILING TIME.

Bids received after the scheduled closing time for reception of bids will not be considered provided legal and accepted bids have been received on said referenced Invitation.

10. BID WITHDRAWAL

No bidder may withdraw his bid for a period of sixty (60) days after the date set for the opening of bids. Clerical errors and omissions in the computation of the lump sum shall not be cause for withdrawal of the bid without forfeiture of bid bond. Bids may be withdrawn in person only, prior to the closing date for receipt of bids.

11. MINORITY BUSINESS ENTERPRISE PARTICIPATION

Dexter-Almo Heights Water District is committed to increasing the participation of minority business enterprises on construction projects, and encourages the use of minority subcontractors and material suppliers. For assistance in identifying minority vendors and subcontractors, the contractors may contact the Kentucky Office of Minority Business Enterprises, 2329 Capital Plaza Tower, Frankfort, Kentucky 40601, Telephone no. (502) 564-2064 and Louisville Minority Business Development Center, 611 W. Main Street, Louisville Kentucky 40202.

12. RIGHT TO REJECT

Dexter-Almo Heights Water District reserves the right to reject any and all bids and to waive all formalities and/or technicalities where the best interest of the Owner may be served.

13. GENERAL INFORMATION

- A. The Listing of major subcontractors, unit prices, and material lists are to be submitted with the bid.
- B. Only those Prime Contractors who have obtained Plans and Bid Documents directly from Dexter-Almo Heights Water District will be eligible to submit a bid for this project.

- C. A prime bidder is to have a responsible authorized representative at the bid opening for post bid review of the apparent low bid that follows immediately after the opening and reading of the bids. Failure to comply with this requirement may be cause for rejection of bid.

14. PRE-BID CONFERENCE

A pre-bid conference will NOT be held. Questions about the plans and specifications may be directed to Kathy Wyatt, Project Administrator, Dexter-Almo Heights Water District, 351 Almo Road, Almo, KY 42020 or by calling 270-753-9101. Decisions and clarification's that may arise prior to the bid date will be incorporated into the bid documents by an addendum issued no later than five (5) calendar days prior to bidding.

**FORM OF PROPOSAL
FOR
HOPKINS ROAD WATER MAIN EXTENSION – PHASE 1
DEXTER-ALMO HEIGHTS WATER DISTRICT
CALLOWAY COUNTY, KENTUCKY**

This Form of Proposal consisting of Page FP - 1 through FP - 10, shall be used in submitting a proposal for work. Copies will be furnished upon request by the authority issuing the Invitation to Bid.

THIS PROPOSAL SUBMITTED BY _____

(Name and Address of Bidder)

DATE: _____ TELEPHONE _____

BIDDER'S FEDERAL IDENTIFICATION NUMBER _____

**TO: DEXTER-ALMO HEIGHTS WATER DISTRICT
351 ALMO ROAD
ALMO, KY 42020**

GENTLEMEN:

This bidder, in compliance with your requirements and having carefully examined the complete contract documents including the Drawings and the Specification for the work as prepared by Kim Oatman, 133 Pine Creek Drive, Paducah, KY 42001; hereby proposes to furnish all labor, materials, supplies and services required to perform the specifics of the Contract Documents, within the time set forth therein and for the stated Lump Sum Bid Amount and Unit Prices.

The Bidder, hereby acknowledges receipt of the following Addenda:

ADDENDUM NO. _____ DATED _____ ADDENDUM NO. _____ DATED _____

(IF NONE HAVE BEEN ISSUED AND RECEIVED, INSERT THE WORD, NONE.)

**FORM OF PROPOSAL
FOR
FLINT ROAD/WEST FORK ROAD WATER MAIN EXTENSION
DEXTER-ALMO HEIGHTS WATER DISTRICT
CALLOWAY COUNTY, KENTUCKY**

UNIT PRICE BASE BID:

The bidder agrees to furnish all labor, materials, supplies and services required to construct 3,630 lf of 6-inch Water Main System and 25 lf of 10-inch Steel Casing Pipe (Bored & Jacked) all known as the Hopkins Road Water Main Extension – Phase 1 and all related work and accessories for the Dexter-Almo Heights Water District in accordance with the Specifications and Contract Documents (sheets 1 through 6) and duly issued Addenda for the UNIT PRICE BASE BID set forth below:

6-inch Water Main

$$3,630 \text{ lf} \times \frac{\text{DOLLARS PER LF}}{\text{Bidder's Unit Price}} = \frac{\text{DOLLARS}}{\text{Bid Amount (use figures)}}$$

18-inch Steel Casing Pipe (Bored & Jacked)

$$25 \text{ lf} \times \frac{\text{DOLLARS PER LF}}{\text{Bidder's Unit Price}} = \frac{\text{DOLLARS}}{\text{Bid Amount (use figures)}}$$

Note: Bids will be evaluated on the lowest unit price. Contractor's payment will be based on the actual linear footage of water main system installed times the above established unit price.

ALTERNATE BIDS

NONE REQUIRED

UNIT PRICES - IF OWNER CHOOSES TO ADD WORK ABOVE THE CONTRACT

The unit prices below shall include all labor, materials, supplies and services required to install and make fully operational the following items:

- | | | | |
|-----|--|----------|-----|
| 1. | 6-inch PVC Water Main | \$ _____ | /lf |
| 2. | 6x6x6-inch MJ DI Tee | \$ _____ | /ea |
| 3. | 6-inch MJ DI Fitting (90, 45, 22.5, 11.25) | \$ _____ | /ea |
| 4. | 6-inch MJ Gate Valve & Box | \$ _____ | /ea |
| 5. | 3-inch Flushing Hydrant & Valve | \$ _____ | /ea |
| 6. | 6-inch DI Plug | \$ _____ | /ea |
| 7. | 6-inch Fire Hydrant and Valve | \$ _____ | /ea |
| 8. | Boring under road with no casing | \$ _____ | /lf |
| 9. | Setting of meter assembly - short (no bore) | \$ _____ | /ea |
| 10. | Setting of meter assembly – long (bore under road) | \$ _____ | /ea |

SIGNED BY: _____

FIRM NAME: (Typed) _____

ADDRESS: _____

NOTE: The Authentication of Bid and Statement of Non-Collusion and Non-Conflict of Interest Page FP-4 must be properly executed for the LUMP SUM BID to be valid.

**FORM OF PROPOSAL
AUTHENTICATION OF BID AND STATEMENT OF NON-COLLUSION AND
NON-CONFLICT OF INTEREST**

I, HEREBY CERTIFY:

1. That I am the Bidder (if the Bidder is an individual), a Partner in the Bidder (if the Bidder is a Partnership), or an officer or employee of the Bidding Corporation having authority to sign on its behalf (if the Bidder is a corporation);
2. That the submitted bid or bids covering this Bid have been arrived at by the Bidder independently and have been submitted without collusion with, and without agreement, understanding or planned common course of action with any other Contractor, Vendor of materials, supplies, equipment or services described in the Invitation to Bid, designed to limit independent bidding or competition, as prohibited by provision KRS 45 A.325;
3. That the contents of the bid or bids have not been communicated by the Bidder or its employees or Agents to any person not an employee or Agent of the bidder or its surety on any bond furnished with the bid or bids and will not be communicated to any such person prior to the official opening of the bid or bids;
4. That the Bidder is legally entitled to enter into the Contract with Dexter-Almo Heights Water District, and is not in violation of any prohibited conflict of interest, including those prohibited by the provisions of KRS 164.390 and 45A.340 and 45A.455;
5. This offer is for _____ () calendar days from the date this bid is opened. In submitting the above, it is expressly agreed that upon proper acceptance by the Dexter-Almo Heights Water District of any or all items bid above, a Contract shall thereby be created with respect to the items accepted;
6. That I have fully informed myself regarding and affirm the accuracy of all statements made in this Form of Proposal, including Bid Amount.
7. Unless otherwise exempted by KRS 45.590, the Bidder intends to comply in full with all requirements of the Kentucky Civil Rights Act and to submit data required by the Kentucky Equal Employment Act upon being designated the successful Bidder.
8. That the Bidder, if awarded a Contract, will not be in violation of the Executive Branch Code of Ethics established by KRS 11A.001 through KRS 11A.990.

READ CAREFULLY – SIGN IN SPACE BELOW – FAILURE TO SIGN INVALIDATES BID

SIGNED BY: _____

TITLE: _____

FIRM: _____

TELEPHONE NO.: _____

ADDRESS: _____

DATE: _____

BIDDER'S QUALIFICATIONS

The Bidder's Qualifications are required by the owner to be submitted as set forth herewith:

1. This firm is a Corp. _____, Partnership _____, or Proprietorship _____.

2. A permanent place of business is maintained at:

STREET CITY STATE ZIP CODE

TELEPHONE NUMBER

3. The following construction plant and equipment will be made available for the use on this contract:

4. In the event the contract is awarded the undersigned, surety bonds will be furnished by:

5. Experience of Contractor on other similar work (Minimum of 5 years required):

6. We now have the following jobs under contract and bonded:

JOB	TOTAL CONTRACT	PERCENT COMPLETED
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %
_____	\$ _____	_____ %

7. FINANCIAL STATEMENT:

Statement of Assets and Liabilities as of _____, _____.

This statement should be prepared by applicant, bookkeeper or accountant may be requested.

ASSETS

LIABILITIES

Cash in Bank,
Cash on Hand:

Accounts Receivable
Including Retention:

(a) Completed Contracts _____

(b) Uncompleted Contracts _____

Other Accounts Receivable:

Marketable Securities:

Material in stock not included
in items above:

(a) For Jobs Underway _____

(b) Other _____

Subtotal Current Assets

\$ _____

Notes Payable:

(a) Banks _____

(b) Materialmen _____

(c) Other _____

Accounts Payable

Including Retention:

(a) Subcontractors _____

(b) Materialmen _____

Billing in Excess of Job Costs:

Current Debt: (Due in 1 Year)

(a) Equipment _____

(b) Real Estate _____

Income Tax Current _____

Automobiles _____

Subtotal Current Liabilities

\$ _____

Notes Receivable:

Cash Value Life Insurance:

Equipment at Book Value:

Real Estate at Book Value:

(a) Business: _____

(b) Homestead: _____

(c) Investment: _____

Automobiles: _____

Furniture and Fixtures: _____

Equipment Debt-Over 1 year:

Real Estate Debt-Over 1 year:

Capital Stock: _____

Surplus and Undivided Profits: _____

Total Assets: _____

Total Liabilities: _____

AFFIDAVIT

Comes the affiant and after having been duly sworn states as follows:

1. That affiant is the contractor awarded a contract by Dexter-Almo Heights Water District.
2. That all contractors and subcontractors employed, or that will be employed, under the provisions of this contract are in compliance with Kentucky requirements for Workers' Compensation Insurance according to KRS Chapter 342 and Unemployment Insurance according to KRS Chapter 341.

Further, the affiant sayeth naught.

By: _____

Title: _____

Contractor: _____

State of Kentucky

County of _____

Subscribed and sworn to before me by _____ on this _____

day of _____, _____.

My commission expires _____

Notary Public, State at Large

FORM OF PROPOSAL – SUBMITTAL DATA

In addition to the requirements of this Form of Proposal, the following items must be received:

1. List of Proposed Subcontractors, if applicable.
2. List of Materials and Equipment, if applicable.
3. Bid Guaranty in amount of no less than five percent (5%) of the TOTAL BID AMOUNT.

LIST OF PROPOSED SUBCONTRACTORS
(Must Be Submitted With Bid)

The following list of proposed subcontractors is required by the OWNER to be completely executed and submitted with each bidder's proposal. All subcontractors are subject to the approval of Dexter-Almo Heights Water District, Almo, Kentucky. If certain branches of the work are to be done by the Prime Contractor, so state. Failure to submit this list completely filled out may cause a rejection of the bidder's proposal.

BRANCH OF WORK

NAME OF SUBCONTRACTORS

- 1.
- 2.
- 3.

LIST OF MATERIAL AND EQUIPMENT

Bidders are hereby advised that this list shall be filled out completely by the apparent low bidder within one (1) hour from the close of the official reading of the bids.

The above requirement does not preclude any bidder from submitting this list, fully executed, at the time the bids are submitted.

Each item listed under the different phases of construction must be clearly identified so that the Owner will definitely know what the bidder proposes to furnish. No material or equipment will be considered which is not equal to that specified.

The use of manufacturer's dealer's name only or stating "as per plans and specifications" will not be considered as sufficient identification.

Failure to submit a proper list may result in rejection of the bidder's proposal.

	<u>ITEM</u>	<u>MANUFACTURER MODEL OR TYPE</u>
1.	PVC Pipe	_____
2.	Gate Valves	_____
3.	Fire Hydrants	_____
4.	DI Pipe Fittings	_____

AGREEMENT BETWEEN
DEXTER-ALMO HEIGHTS WATER DISTRICT
AND CONTRACTOR

THIS AGREEMENT, made the ____ day of _____, 2009 by and between _____ (“Contractor”), and the DEXTER-ALMO HEIGHTS WATER DISTRICT, (“Owner”), is to bind the parties hereto to the principles and terms set forth herein, and shall be binding upon the parties hereto.

WITNESSETH, that the Contractor and Owner for the consideration hereinafter named, agree as follows:

ARTICLE No. 1 SCOPE OF WORK:

The Contractor shall furnish all of the materials and perform all the Work described in the Specifications and/or shown on the Drawings entitled: **Hopkins Road Water Main Extension – Phase 1** which Specifications and/or Drawings are incorporated in and made a part thereof.

ARTICLE No. 2 TIME OF COMPLETION:

The Contractor must begin Work specified by the written Notice to Proceed from the Owner. Substantial Completion of the Work shall be sixty (60) calendar days after the issuance of the Notice to Proceed with Final Completion seventy-five (75) calendar days after the issuance of the Notice to Proceed.

ARTICLE No. 3 LIQUIDATED DAMAGES:

It is mutually understood and agreed by and between the parties hereto that time is of the essence in the performance of this contract and that the Owner, the Dexter-Almo Heights Water District, will sustain substantial monetary and other damages in the event of a failure or delay by the Contractor in the completion of the Work. It is further understood and agreed upon and made part of this Contract that the Work must be begun, performed, and completed without delay by the Contractor and if the Contractor fails to begin, perform without interruption, and complete said Work in due and proper time, the Contractor may be declared in default of this Agreement. If the Work is not substantially complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one hundred dollars (\$100) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 2 of this Agreement, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of fifty dollars (\$50) for every day after the date for final completion until construction is in fact finally complete. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

If the Work is not commenced by the Contractor at the time specified in Article No. 2 of this Agreement, then the Contractor and its surety or sureties shall be liable for and pay to the Owner all damages sustained by reason of such failure or breach of contract and the Owner may immediately relet the Work.

ARTICLE No. 4 THE CONTRACT AMOUNT:

Subject to additions and deductions for Change Orders made in accordance with the Contract Documents, the Owner shall pay the Contractor as full consideration for the Contractor's satisfactory performance of the Contract obligations for the unit price of _____ Dollars and _____ Cents per linear foot of 10-inch water main system laid (\$ _____/lf) totaling an estimated sum of; _____ Dollars and _____ Cents (\$ _____) for the base bid.

ARTICLE No. 5 PROPOSED PAYMENTS:

The Owner shall make periodic partial payments in accordance with the Kentucky Infrastructure Requirements for Work satisfactorily completed and for materials suitably stored at the site of the Work as estimated by the Consultant, less retainage and the aggregate of previous payments.

ARTICLE No. 6 ACCEPTANCE AND FINAL PAYMENT:

Final payment shall be due thirty (30) days after Final Completion of the Work, provided, that all Work has been fully completed in accordance with the Contract Documents as evidenced by a certificate by the Consultant for the project, and acceptance by the Owner.

The Contractor shall submit with the final estimate evidence satisfactory to the Consultant that all payrolls, material bills and other indebtedness connected with the Work have been paid or that provisions for the satisfaction thereof have been made. If, after the Work has been substantially completed, final completion of the Work is delayed through no fault of the Contractor, the Owner may pay to the Contractor from the remaining balance of funds for this Agreement a sum equal to the value of that portion of the Work fully completed and accepted by the Owner as provided in this Agreement.

ARTICLE No. 7 THE CONTRACT DOCUMENTS:

The Contract Documents consist of this Agreement, all Addenda, the Contractor's Form of Proposal, the Special Conditions, the Contractor's Bonds, the Specifications, the Drawings and Change Orders issued after execution of the Contract for the Work described in Article No. 1 of this Agreement, all of which are incorporated in and made a part hereof by reference, and which shall be binding upon the Contractor and Owner.

The Specifications and Drawings for this Work include the following:

Specifications: Advertisement for Bids through 02667-7
Drawings: Cover Sheet through Sheet 6

ARTICLE No. 8 CONTRACT ADJUSTMENTS:

The Owner, without invalidating this Agreement may make adjustments to the Work as provided by KRS 45A.200 (1), and may order extra Work or make changes by altering, adding to or deducting from the Work. All such Work shall be executed and paid for in accordance with the Kentucky Infrastructure Requirements.

ARTICLE No. 9 SPECIAL NOTICE:

The Contractor hereby certifies that it is fully informed of the conditions relating to construction and labor under which the Work under this Agreement is to be performed, and agrees that it shall employ methods and means in carrying out the Work so as not to interfere with or interrupt the Work of any other Contractor working on/or adjacent to the site for this Work. Contractor further agrees that it shall employ methods and means to minimize interference or interruption of any business or resident along the route of this project and that all disrupted properties, driveways, yards, fences, fields, etc... will be restored to pre-construction conditions.

ARTICLE No. 10 OWNER’S RIGHT TO TERMINATE CONTRACT:

This contract may be terminated for the convenience of the Water District or for default by the Contractor.

IN WITNESS WHEREOF this Agreement is executed in three (3) counterparts, each one of which shall be deemed an original and adequate proof of this Agreement, on the date and year first herein before written.

WITNESS:

CONTRACTOR: _____

BY: _____

printed name

TITLE: _____

OWNER : Dexter-Almo Heights Water District

By: _____

printed name

**HOPKINS ROAD WATER MAIN EXTENSION – PHASE 1
DEXTER-ALMO HEIGHTS WATER DISTRICT
DEXTER/ALMO, KY**

INDEX TO SPECIAL CONDITIONS

1. Scope
2. General
3. Division of Specifications
4. Time for Completion
5. Liquidated Damages
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11. Interpretations
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17. Utilities
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19. Codes and Ordinances
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26. Hazardous Materials
27. Payment & Performance Bonds/Insurance Certificates
28. Contractors Qualifications

SPECIAL CONDITIONS

1. SCOPE

These Conditions shall apply to all Contract Documents.

2. GENERAL

- A. These Specifications and Drawings accompanying the Bid describe the work to be done and the materials to be furnished for the Hopkins Road Water Main Extension – Phase 1, in the Dexter/Almo Heights Water District, Kentucky.
- B. Site Visit: Bidders, before submitting proposals, shall visit and examine the site to satisfy themselves as to the nature and scope of the construction and any difficulties attending the execution. The submission of a proposal will be construed as evidence that a visit and examination has been made. Later claims for labor, equipment, or materials required or difficulties encountered which could have been foreseen had such an examination been made, will not be recognized. Contact person: Kim H. Oatman (contact through Water District).
- C. It is contemplated that Contracts will be awarded as soon as possible after submission of bids. After award, submit materials lists for approval. Upon approval, place orders for primary materials so that no delay will be caused by failure to have these materials at job site on schedule.
- D. All work shall be performed in such a manner so as not to interfere with normal routines of the property owners within construction limits any more than necessary. Consult with the Engineer or Owner if problems should arise with property owners during construction.

3. DIVISION OF SPECIFICATIONS

Division of Specifications into sections is done for convenience of reference and is not intended to control Contractor in dividing work among Subcontractors or to limit scope of work performed by any trade under any given section. The General Contractor shall have full responsibility for the complete construction of this project and hereinafter throughout the specifications shall be called the Contractor.

4. TIME FOR COMPLETION

Work under the Contract shall commence on the date the Owner directs the Contractor, by issuance of a work order, to start work under the Contract. The Contractor must begin Work specified by the written Notice to Proceed from the Owner. Substantial Completion of the work shall be within sixty (60) calendar days of issuance of a Notice to Proceed to the contractor. Final completion shall be within one hundred and ninety (90) calendar days.

Extensions of Time of the Final Completion Date will be considered for final seeding of the project if Contractor makes written request based on weather conditions.

5. LIQUIDATED DAMAGES

If the Work is not substantially complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of one hundred dollars (\$100.00) for every day after the date for Substantial Completion until construction is in fact substantially complete. If the Work is not finally complete within the time required in Article No. 4 of these Special Conditions, the Contractor shall pay to the Owner, as liquidated damages for delay and not as a penalty, the sum of fifty dollars (\$50.00) for every day after the date for final completion until construction is in fact finally complete. In no event shall liquidated damages for delay in Final Completion be due before the date required for Final Completion in Article No. 4 of these Special Conditions. This provision for liquidated damages is intended to compensate the Owner for delay only and shall not preclude the Owner from making claims for other damages.

6. CONDUCT OF PERSONNEL EMPLOYED ON THIS PROJECT

Construction workers employed on this project are under no circumstances permitted to use or occupy any of the property other than that designated easements without definite and written permission by Property Owner and subsequent approval by the Owner. Consumption of alcohol on the job by any worker is strictly prohibited. Any personnel under the influence of alcohol or drugs on the job site at any time will be subject to dismissal by Contractor. Contractor shall post necessary signs and enforce "No Drinking or Drugs" law as outlined in the Kentucky Revised Statutes

7. STORAGE OF MATERIALS

The Contractor shall be responsible for proper, secure and adequate storage of materials within construction limits. Materials stored on-site are considered the Contractor's responsibility and liability until all such materials are properly constructed in place and accepted by the Owner.

8. TEMPORARY FIELD OFFICE

The Contractor will not be required to provide and maintain a temporary field office at the site during the construction of the project.

9. TEMPORARY SIGNS

Signs of advertisement: Not to be displayed without approval.

10. CONFLICTS

If there is any conflict between the Specifications, the Drawings, the Specifications shall govern.

11. INTERPRETATIONS

Contractor is hereby put on notice that it is in his contractual obligation to adjust differences between his subcontractors. Attempts to have Dexter-Almo Heights Water District settle disputes between Contractor and Subcontractors will not be given consideration.

12. CHANGE ORDERS

Change orders which may be issued subsequent to Contract Documents are subject to written approval by the Dexter-Almo Heights Water District.

13. BARRICADES

The Contractor and all Subcontractors shall be required to comply strictly with all codes, provisions and regulations with respect to the erection and maintenance of all necessary barricades, lights, etc.

14. ACCESS TO SITE

The entrance to the construction site for all contractors shall be by means approved by the Dexter-Almo Heights Water District. The Contractor shall be responsible for any and all damage to the entire satisfaction of the Engineer.

15. WORKER'S PARKING

Parking shall be provided for all workers on this project by the Owner. Parking facilities will be designated by the Owner. Workers shall not park on properties that have not been designated and approved by the Owner.

16. EXISTING UTILITIES

- A. Existing utilities where shown on drawings, are located as accurately as possible from available information, however, it shall be the contractor's responsibility to verify exact locations and elevations where required to complete the work without damaging existing utilities or underground piping.
- B. Digging near existing utilities shall be done by hand in order to avoid damage to utilities.

17. TEMPORARY UTILITIES

Electric power for all purposes of the Contractor and Subcontractors shall be provided by the Contractor. It will further be his responsibility to pay all cost involved including cost of power, equipment, meters, and any other item required.

Contractor responsible for extension cords, hoses, etc.

18. PLAN OF OPERATION

Prior to the beginning of construction, the Contractor shall upon request by the Owner, submit a plan of operations he proposes to follow in constructing this project.

19. CODES AND ORDINANCES

- A. All branches of the work shown on the plans or specified, whether specifically mentioned or not, shall be executed in strict compliance with all national codes when same have application.
- B. All Bidders must be qualified, and meet all requirements provided and/or required under any local and/or state statute, code ordinances, or rule governing the performance of the type work for which he submits bid, and be able to submit bid, and be able to submit proof thereof upon request.

20. DEFINITIONS

The following definitions shall apply,

- A. The term "Architect" or "Architect/Engineer" or "Engineer" or "Consultant" or "Chief Engineer" as used throughout the specifications and contract documents means Kim or Susan Oatman or their duly authorized agent.
- B. The term "Owner" means Dexter-Almo Heights Water District, Almo KY.

21. CERTIFICATES

- A. Plumbing: When applicable, the Contractor shall furnish the Owner with a Certificate of inspection and approval from the Commonwealth of Kentucky. The Contractor SHALL be responsible for arranging for necessary permit from State.
- B. Electrical: When applicable, the Contractor shall arrange for electrical inspection upon final completion of the Work of this Contract.

22. RESTROOM FACILITIES

Contractor shall provide adequate restroom facilities as required.

23. BUILDER'S RISK INSURANCE

Builders Risk Insurance will be required on this project.

24. LAYOUT OF WORK

The Contractor shall use existing, established and permanent benchmarks to which easy access may be had during the progress of the work, and to layout the facilities. The Contractor shall be responsible for all lines, levels and measurement of all work executed under this contract. The Contractor shall verify the figures before laying out the work and will be held responsible for any error resulting from the failure to do so. The Contractor shall be prepared to guarantee to each of the Subcontractors the dimensions which they may require for the layout of their work.

25. SHOP DRAWING

Each and every shop drawing or setting drawing submitted to the owner for review shall bear a stamp of certification over the Contractor's signature indicated that the drawings being submitted have been thoroughly pre-checked and approved by the Contractor. Drawings which do not bear such certification will be returned for pre-checking in accordance with this requirement. Any delay in securing final review of such drawings shall be judged as the fault of the Contractor.

26. HAZARDOUS MATERIALS

- A. In the event the Contractor encounters material reasonably believed to be asbestos, which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the Engineer and the Owner. The work in the affected area shall not thereafter be resumed, if in fact, the material is asbestos, until it has been rendered harmless. Removal and disposal of any hazardous waste shall be done at the Contractor's expense.

27. PAYMENT & PERFORMANCE BONDS/INSURANCE CERTIFICATES

Payment and Performance Bonds for the full amount of the contract are required on this project. Payment and Performance Bonds and Insurance Certificates are required within one week after bid opening. Failure to meet this deadline may result in the rejection of bid.

28. CONTRACTOR'S QUALIFICATIONS

The Contractor shall have a minimum of 5-years experience on water main and or pipe line Work for Utility Companies in order to be considered a qualified Bidder.

SECTION 01028
CHANGE ORDER PROCEDURE

PART 1 GENERAL

1.01 SUMMARY

- A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as described in the Change Orders signed by the Owner and the Contractor.

1.02 PROCESSING CHANGE ORDERS

- A. Change orders will be numbered in sequence and dated. The change order will describe the changes, changes in the Contract Sum, changes in the Contract Time of Completion and will be signed by the Owner and the Contractor. Request for estimates for possible changes are not to be considered Change Orders or direction to proceed with the proposed changes.
- B. Change orders will be written using AIA Document G.701.

END OF SECTION

SECTION 01039 COORDINATION AND MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Coordination.
- B. Field engineering.
- C. Pre-construction conference.
- D. Progress meetings.

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals.

1.03 COORDINATION

- A. Coordinate scheduling, submittals, and Work of the various Sections of specifications to assure efficient and orderly sequence of installation of interdependent construction elements.
- B. Verify that there are no conflicts with the proposed water main system with other utilities. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service such equipment.
- C. Coordinate completion and clean up of all Work in preparation for Substantial Completion.

1.04 FIELD ENGINEERING

- A. Provide field engineering services as required. Establish locations and depths of water main utilizing recognized engineering survey practices.
- B. Contractor shall locate all utilities prior to excavation.

1.05 PRECONSTRUCTION CONFERENCE

- A. Owner will schedule a conference after Notice of Award.
- B. Attendance Required: General Contractor and primary subcontractors.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Confirm submission of executed bonds and insurance certificates.
 - 3. Submission of list of Subcontractors, list of products, schedule of values, and progress schedule.
 - 4. Designation of personnel representing the parties in Contract.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract close-out procedures.
 - 6. Scheduling.
 - 7. Security and housekeeping
 - 8. Use of easements and properties
 - 9. Temporary utilities
 - 10. Procedures for testing.
 - 11. Procedures for maintaining record documents.
 - 12. Requirements for activating system.
 - 13. Inspection and acceptance of work and properties during and after construction period.

1.06 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum monthly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants, preside at meetings, record minutes, and distribute copies within days to Owner, participants, and those affected by decisions made.
- C. Attendance Required: Job superintendent, major Subcontractors and suppliers, as appropriate to agenda topics for each meeting.

D. Agenda

1. Review minutes of previous meetings.
2. Review of Work progress.
3. Field observations, problems, and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

PART 2 PRODUCTS

Not used.

PART 3 EXECUTION

Not used.

END OF SECTION

SECTION 01100 SUMMARY

PART 1 - GENERAL

1.1 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Project consists of waterline extension along portions of Charley Miller Road and Hopkins Road in Calloway County, Kentucky.

1. Project Location: Almo, Kentucky.
2. Owner: Dexter-Almo Heights Water District

B. Engineer Identification: All references to the term “Architect” shall be understood to mean design professional in which this project is “Engineer”. The Contract Documents, dated July 6, 2012 were prepared for Project by the Engineer, Kim Oatman, 133 Pine Creek Drive, Paducah, Kentucky.

C. The Work of the Base Bid consists of:

1. All necessary labor, tools, equipment and materials required to complete construction of 3,630 linear feet of 6 inch PVC water main extension and all related Work as shown on the drawings along Hopkins Road and Charley Miller Road

D. The Work of Additive Alternates: None

END OF SECTION

SECTION 01300 SUBMITTALS

PART I - GENERAL

1.01 SECTION INCLUDES

- A. Submittal procedures
- B. Construction progress schedules
- C. Proposed products list
- D. Shop drawings
- E. Product data
- F. Samples
- G. Manufacturers' instructions
- H. Manufacturers' certificates
- I. Construction photographs

1.02 RELATED SECTIONS

- A. Section 01400 - Quality Control: Manufacturers; field services and reports.
- B. Section 01700 - Contract Closeout: Contract warranty and manufacturers' certificates closeout submittals.

1.03 SUBMITTAL PROCEDURES

- A. Transmit each submittal with AIA Form G810 Architect/Engineer accepted form.

- B. Sequentially number the transmittal forms. Re-submittals to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing sheet and detail number(s), and specification Section number, as appropriate.
- D. Apply Contractor's stamp, signed or initialed certifying that review, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite the Project and deliver to owner at business address. Coordinate submission of related items.
- F. Identify variations from Contract Documents and Product or system limitations, which may be detrimental to successful performance of the completed Work.
- G. Provide space for owner review sign off.
- H. Revise and resubmit submittals as required and identify all changes made since previous submittal.
- I. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.

1.04 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial progress schedule in duplicate within 7 days after date of Owner-Contractor Agreement.
- B. Revise and resubmit as required.
- C. Submit revised schedules with each Application for Payment, identifying changes since previous version.
- D. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate the early and late start, early and late finish, float dates, and duration.
- E. Indicate estimated percentage of completion for each item of Work at each submission.

- F. Indicate submittal dates required for shop drawings, product data, samples, and product delivery dates, including those finished by Owner and under Allowances.

1.05 PROPOSED PRODUCTS LIST

- A. Within one (1) hour from the close of the official reading of the bids, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.06 SHOP DRAWINGS

- A. Submit the number of copies, which the Contractor requires, plus 3 copies, which will be retained by the Engineer and Owner respectively.
- B. After review, reproduce and distribute in accordance with Article on Procedures above and for Record Documents described in Section -01700 Contract Closeout.

1.07 PRODUCT DATA

- A. Submit the number of copies, which the Contractor requires, plus 3 copies, which will be retained by the Engineer and Owner respectively.
- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information unique to this project.
- C. After review, distribute in accordance with Article on Procedures above and provide copies for Record Documents described in Section 01700 - Contract Closeout.

1.08 MANUFACTURERS INSTRUCTIONS

- A. When specified in individual specification Sections, submit manufacturer's printed instruction for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- B. Identify conflicts between manufacturer's instructions and Contract Documents.

1.09 MANUFACTURER'S CERTIFICATES

- A. When specified in individual specification Sections, submit manufacturer's certificate to Owner for review, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent of previous test results on material or Product, but must be acceptable to Owner.

END OF SECTION

SECTION 01370
SCHEDULE OF VALUES

PART 1 GENERAL

1.01 SUMMARY

- A. Unless stipulated in the Construction Agreement, provide a detailed breakdown of the agreed Contract Sum showing values allocated to each of the various parts of the Work, as defined on AIA form G702.

1.02 SUBMITTALS

- A. Pay applications shall be on AIA form G702. Prior to submitting the first application for payment, submit a proposed schedule of values to the Owner for approval.

1.03 QUALITY ASSURANCE

- A. When so required by the Owner, provide copies of the subcontracts or other data acceptable to the Owner substantiating the sums described.

END OF SECTION

SECTION 01400 QUALITY CONTROL

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance and control of installation.
- B. References
- C. Field samples
- D. Inspection and testing laboratory services
- E. Manufacturer's field services and reports

1.02 RELATED SECTIONS

- A. Section 01300 - Submittals: Submission of Manufacturer's Instructions and Certificates.
- B. Section 01600 - Material and Equipment: Requirements for material and product quality.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions and workmanship to produce Work of specified quality.
- B. Comply fully with manufacturers instructions, including each step in sequence.
- C. Should manufacturer's instructions conflict with Contract Documents, request clarification from Owner before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date of Contract Documents.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification for Owner before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any referenced document.

1.05 FIELD SAMPLES — NOT APPLICABLE

1.06 INSPECTION AND TESTING LABORATORY SERVICES

- A. The contractor shall obtain and pay for all necessary municipal or state inspections and permits and make such tests as called for by the regulations of such authorized representative of such authorities.

END OF SECTION

SECTION 01500 TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection facilities.

1.2 DEFINITIONS – NOT REQUIRED

1.3 USE CHARGES

- A. General: Cost or use charges for temporary facilities are not chargeable to Owner or Engineer and shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, Owner's construction forces, occupants of Project, Engineering, testing, and inspecting agencies and personnel of authorities having jurisdiction.
- B. Water Service: Water shall be provided at the sole expense of the Contractor. Owner shall not incur use charges for Contractor's water usage.
- C. Electric Power Service: Electric power shall be provided by the Contractor. Owner shall not incur any use charges for the Contractor's electric usage.

1.4 QUALITY ASSURANCE

- A. Standards: Comply with ANSI A10.6, NECA's "Temporary Electrical Facilities," and NFPA 241.
 - 1. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.5 PROJECT CONDITIONS

- A. Conditions of Use: The following conditions apply to use of temporary services and facilities by all parties engaged in the Work:
 - 1. Keep temporary services and facilities clean and neat.
 - 2. Relocate temporary services and facilities as required by progress of the Work.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide new materials. Undamaged, previously used materials in serviceable condition may be used if approved by Engineer. Provide materials suitable for use intended.
- B. Portable Chain-Link Fencing: Minimum 2-inch 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet high with galvanized steel pipe posts; minimum 2-3/8-inch-OD line posts and 2-7/8-inch- OD corner and pull posts, with 1-5/8-inch- OD top and bottom rails. Provide galvanized steel bases for supporting posts.
- C. Wood Enclosure Fence: Plywood, 6 feet high, framed with four 2-by-4-inch rails, with preservative-treated wood posts spaced not more than 8 feet apart.
- D. Tarpaulins: Fire-resistive labeled with flame-spread rating of 15 or less.
- E. Water: Potable.

2.2 EQUIPMENT

- A. Fire Extinguishers: Hand carried, portable, UL rated. Provide class and extinguishing agent as indicated or a combination of extinguishers of NFPA-recommended classes for exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.
- B. Electrical Outlets: Properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher-voltage outlets; equipped with ground-fault circuit interrupters, reset button, and pilot light.

- C. Power Distribution System Circuits: Where permitted and overhead and exposed for surveillance, wiring circuits, not exceeding 125-V ac, 20-A rating, and lighting circuits may be nonmetallic sheathed cable.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.2 TEMPORARY UTILITY INSTALLATION

- A. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
 - 1. Provide rubber hoses as necessary to serve Project site.
 - 2. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.
- B. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.
- C. Electric Distribution: Provide receptacle outlets adequate for connection of power tools and equipment.
 - 1. Provide waterproof connectors to connect separate lengths of electrical power cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Barricades, Warning Signs, and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with

appropriate colors, graphics, and warning signs to inform personnel and public of possible hazard. Where appropriate and needed, provide lighting, including flashing red or amber lights.

3.4 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage caused by freezing temperatures and similar elements.
 - 1. Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.

END OF SECTION

SECTION 01600 MATERIALS AND EQUIPMENT

PART 1 – GENERAL

1.1 SECTION INCLUDES

- A. Products
- B. Transportation and handling.
- C. Storage and protection.
- D. Product Options
- E. Substitutions

1.2 RELATED SECTION

- A. Section 01400 – Quality Control: Product quality monitoring.

1.3 PRODUCTS

- A. Products: Means new material, machinery, components, equipment, fixtures and systems forming the work. Does not include machinery and equipment used for preparation, fabrication, conveying and erection of the Work. Products may also include existing materials or components required for use.
- B. Do not use materials and equipment removed from existing premises except as specifically permitted by the Contract Documents.
- C. Provide interchangeable components of the same manufacturer for similar components.

1.4 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.5 STORAGE AND PROTECTION

- A. Store and protect products in accordance with manufacturer's instructions, with seals and labels intact and legible. Store sensitive products in weather-tight, climate controlled enclosures.
- B. For exterior storage of fabricated products, place on sloped supports, above ground.
- C. Provide off-site storage and protection when site does not permit on-site storage and protection.
- D. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to avoid condensation.
- E. Store loose granular materials on solid flat surfaces in a well-drained area. Provide mixing with foreign matter.
- F. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- G. Arrange storage of products to permit access for inspection. Periodically inspect to assure products are undamaged and are maintained under specified conditions.

1.6 PRODUCT OF OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those Standards or description may be used, provided they are preapproved by the water district.
- B. Products specified by naming one or more manufacturers: No options or substitutions will be allowed.
- C. Products specified by naming one or more manufacturers with a Provision for Substitutions:
Substitutions: Submit a request for substitution for any manufacturer not named.

1.7 SUBSTITUTIONS

- A. Request for substitutions must be submitted in writing no less than 5 working days prior to date bids are due.
- B. Substitutions may be considered when a product becomes unavailable through no fault of the Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that the Bidder:
 - 1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
 - 2. Will provide same warranty for the Substitution as for specified product.
 - 3. Will coordinate installation and make changes to other Work, which may be required for the work to be complete with no additional cost to the Owner.
 - 4. Waives claims for additional costs or time extension, which may subsequently become apparent.
 - 5. Will reimburse Owner for review or redesign services associated with approval by Authorities.
- E. Substitutions will not be considered when they are indicated or implied on shop drawing or Product data submittals, without separate written request, or when acceptance will require revision to the Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for Consideration. Limit each request to one proposed Substitution.
 - 2. Submit shop drawings, product data, and certified test results at testing to the proposed product equivalence.
 - 3. The Owner will notify Contractor, in writing, of decision to accept or reject request.

END OF SECTION

SECTION 01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Closeout procedures
- B. Final cleaning
- C. Adjusting
- D. Project record documents
- E. Operation and Maintenance data
- F. Warranties
- G. Spare parts and maintenance materials

1.02 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Owner's inspection.
- B. Provide submittals and As-Built Drawings to Owner that are required by Government or other authorities.
- C. Submit final Application for Payment identifying total adjusting Contract Sum, previous payments and sum remaining due.
- D. Owner will occupy and operate equipment upon final certification by the State of Kentucky.
- E. Provide Affidavit that all project debts have been paid in full and no liens exist. Exact format for Affidavit to be provided at a later date.

1.03 FINAL CLEANING

- A. Execute final cleaning prior to final inspection.

- B. Clean surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to a sanitary condition.
- D. Clean operating equipment.
- E. Remove waste, surplus materials, rubbish and construction materials from site. Contractor will remove all waste from site within 48 hours of being declared waste or requested by Owner.

1.04 ADJUSTING

- A. Adjust operating Products and equipment to ensure smooth and unhindered operation.

1.05 PROJECT RECORD DOCUMENTS

- A. Maintain on site, one set of the following record documents; record actual revisions to the Work:
 - 1. Contract Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract.
 - 5. Reviewed shop drawings, product data and samples.
- B. Store Record Documents separate from documents used for construction.
- C. Record information concurrent with construction progress.
- D. Specifications: Legibly mark and record at each Product section, description of actual Products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and Modifications.

E. Record Documents and Shop Drawings: Legibly mark each item to record actual construction.

F. Submit documents to Owner with claim for final Application for Payment

1.06 OPERATION AND MAINTENANCE DATA

A. Submit three sets prior to final inspection bound in 8-1/2 x 11 inch (216 x 279 mm) text pages, three D side ring capacity expansion binders with durable plastic covers.

B. Prepare binder covers with printed title “OPERATION AND MAINTENANCE INSTRUCTIONS”. title of project, and subject matter of binder when multiple binders are required.

C. Internally subdivide the binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

D. Contents: Prepare a Table of Contents for each volume, with each Product or system description identified, typed on 24-pound white paper.

E. Part I: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Contractor, Subcontractors, and major equipment suppliers.

F. Part 2: Operation and maintenance instructions, arranged by system and subdivided. For each category, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:

1. Significant design criteria.
2. List of equipment.
3. Parts list for each component.
4. Operating instructions.
5. Maintenance instructions for equipment and systems.
6. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.

G. Part 3: Project documents and certificates, including the following:

1. Shop drawings and product data.
 2. Power quality test results (including any required grounding tests).
 3. Certificates.
 4. Photocopies of warranties and bonds.
- H. Submit one copy of completed volumes in final form 15 days prior to final inspection. This copy will be returned after final inspection with Owner's comments. Revise content of documents as required prior to final submittal.
- I. Submit final volumes revised within ten days after final inspection.

1.07 WARRANTIES

- A. Provide notarized copies.
- B. Execute and assemble documents for subcontractors, suppliers, and manufacturers.
- C. Submit prior to final Application for Payment.
- D. For items of Work delayed beyond date of Substantial Completion, provide updated submittal within ten days after acceptance, listing date of acceptance as start of warranty period.

1.08 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide products, spare parts, maintenance and extra materials in quantities specified in individual specification Sections.
- B. Deliver to and place in location as directed. Obtain receipt prior to final payment.

PART 2- PRODUCTS - NOT USED

END OF SECTION

SECTION 01740 WARRANTIES AND BONDS

PART 1 - GENERAL

1.01 SECTION INCLUDES

- A. Preparation and submittal.
- B. Time and schedule of submittals.

1.02 RELATED SECTIONS

- A. Document - Invitation to Bid - Bid Bonds
- B. Document - General Conditions: Performance Bond and Labor and Material Payment Bonds, Warranty, and Correction of Work.
- C. Section 01700 - Contract Closeout: Contract Closeout procedures.
- D. Section 01730 - Operation and Maintenance Data.
- E. Individual Specifications Sections: Warranties required for specific products or Work.

1.03 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2 x 11 inch, 216 x 279 mm three-ring side binders with hardback, cleanable, plastic covers.
- B. Label cover of each binder with typed or printed title WARRANTIES AND BONDS, with title of Project, name, address and telephone number of Contractor and equipment of supplier and name of responsible principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the specification Section in which specified and the name of the product or work item.
- D. Separate each warranty or bond with index tab sheets keyed to the Table of Contents listing. Provide full information using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer, with name,

address, and telephone number of responsible principal.

1.04 PREPARATION OF SUBMITTALS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within ten days after completion of the applicable item or work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the Date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute SUBMITTALS when required.
- D. Retain warranties and bonds until time specified for submittal.

1.05 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten days after acceptance.
- B. Make other submittals within ten days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work when acceptance is delayed beyond Date of Substantial Completion, submit within ten days after acceptance, listing the date of acceptance as the beginning of the warranty period.

1.06 SCHEDULE OF SUBMITTALS NOT USED

PART 2 - PRODUCTS NOT USED

PART 3 - EXECUTION NOT USED

END OF SECTION

SECTION 02225 TRENCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Excavate trenches for utilities.
- B. Compacted bedding under fill over utilities to subgrade elevations
- C. Backfilling and compaction.

1.02 RELATED SECTIONS

- A. Section 01400 – Quality Control.
- B. Section 01500 – Construction Facilities and Temporary Controls:
Water control in excavations.

1.03 REFERENCES

- A. ANSI/ASTM C1136 – Method for Sieve Analysis of fine and Coarse Aggregates.
- B. ANSI/ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate mixtures, Using 5.5 lb. (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 – Test Method for Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.

1.05 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as shown on Drawings.

PART 2 PRODUCTS

- A. Kentucky Department of Transportation – No. 9 Stone.
- B. ANSI/ASTM D698 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb. (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- C. ANSI/ASTM D1556 – Test Method and Density of Soil in Place by the Sand-Cone Method.
- D. ANSI/ASTM D1557 – Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb. (4.54 kg) Rammer and 18 inch (457 mm) Drop.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.

1.05 FIELD MEASUREMENTS

- A. Verify that survey benchmark and intended elevations for the Work are as shown on Drawings.

PART 2 PRODUCTS

2.01 FILL MATERIALS

- A. As specified in Section 02667.

2.02 BED MATERIALS

- A. As specified in Section 02667.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify fill materials to be reused, is acceptable.

3.02 PREPARATION

- A. Identify required lines, levels, contours, and datum.
- B. Maintain and protect existing utilities remaining which pass through Work area.
- C. Protect plant life, lawns, and other features remaining as a portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavation equipment and vehicular traffic.
- E. Protect above and below grade utilities that are to remain.
- F. Cut out soft areas of subgrade not capable of insitu compaction. Backfill with Type B fill and compact to density equal to or greater than requirements for subsequent backfill material.

3.03 EXCAVATION

- A. Excavate subsoil required for storm sewer, sanitary sewer, water, gas, electric piping to municipal utilities.
- B. Cut trenches sufficiently wide to enable installation of utilities and allow inspection.
- C. Excavation shall not interfere with normal degree bearing splay of foundations.
- D. Hand trim excavation. Remove loose matter.
- E. Remove lumped subsoil, boulders, and rock up to 1/3 cu. Yd. (0.25 cu. M.), measured by column. Larger material will be removed under Section 02202.
- F. Correct unauthorized excavation at no cost to Owner.
- G. Correct areas over-excavated by error in accordance with Section 02300.
- H. Stockpile excavated material in area designated on site.

3.04 BEDDING

- A. Support pipe and conduit during placement and compaction of bedding fill.

3.05 BACKFILLING

- A. Backfill trenches to contours and elevations with unfrozen materials.
- B. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Granular Fill: Place and compact materials in continuous layers not exceeding 8 inches, 200 mm compacted depth.
- D. Soil Fill: Place and compact material in continuous layers not exceeding 8 inches, 200 mm compacted depth.
- E. Employ a placement method that does not disturb or damage foundation perimeter drainage, conduit, and duct in trench.
- F. Maintain optimum moisture content of backfill materials to attain required compaction density.
- G. Store surplus material at designated location on site.
- H. Leave fill material stockpile areas completely free of excess fill materials.

3.06 TOLERANCES

- A. Top Surface of Backfilling: Under paved areas, plus or minus one inch, 25 mm from required elevations.
- B. Top Surface of General Backfilling: Plus or minus one inch, 25 mm, from required elevations.

3.07 FIELD QUALITY CONTROL

- A. Field inspection and testing will be performed under provisions of Section 01400.
- B. Tests and analysis of fill material will be performed in accordance with ANSI/ASTM D698 under provisions of Section 01400.

- C. Compaction testing will be performed in accordance with ANSI/ASTM D698 and with Section 01400.
- D. If tests indicate Work does not meet specified requirements, remove Work, replace and retest at no cost to Owner.
- E. Frequency of Tests: At each stage of material.

3.08 PROTECTION OF FINISHED WORK

- A. Protect finished work under provisions of Section 01500.
- B. Recompact fills subjected to vehicular traffic.

END OF SECTION

SECTION 02667
WATER DISTRIBUTION MAINS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Pipe and fittings for water line including domestic water mains.
- B. Valves and domestic water.
- C. Pipe sleeves.

1.02 RELATED SECTIONS

- A. Section 02225 - Trenching.

1.03 REFERENCES

- A. AASHTO T180 - Moisture-Density Relations of Soils Using a 10-lb (4.54 kg) Rammer and an 18-in. (457 mm) Drop.
- B. ANSI/ASME B16.18 - Cast Copper Alloy Solder Joint Pressure Fittings.
- C. ANSI/ASME B16.22 - Wrought Copper and Copper Alloy Solder Joint Pressure Fittings.
- D. ANSI/ASTM D698 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures, Using 5.5 lb (2.49 kg) Rammer and 12 inch (304.8 mm) Drop.
- E. ANSI/ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10 lb (4.54 kg) Rammer and 18 inch (457 mm) Drop.
- F. ANSI/ASTM D2466 - Poly (Vinyl Chloride) (PVC) Plastic Pipe Fittings, Schedule 40.
- G. ANSI/AWS A5.8 - Brazing Filler Metal.
- H. ANSI/AWWA C104 - Cement - Mortar Lining for Ductile-Iron Pipe and Fittings for Water.

- I. ANSI/AWWA C105 - Polyethylene Encasement for Ductile Iron Piping for Water and Other Liquids.
- J. ANSI/AWWA C111 - Rubber-Gasket Joints for Ductile Iron and Grey-Iron Pressure Pipe and Fittings.
- K. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- L. ANSI/AWWA C500 - Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.
- M. ANSI/AWWA C502 - Dry Barrel Fire Hydrants.
- N. ANSI/AWWA C504 - Rubber Seated Butterfly Valves.
- O. ANSI/AWWA C508 - Swing-Check Valves for Waterworks Service, 2 in through 24 in NPS.
- P. ANSI/AWWA C509 - Resilient Seated Gate Valves 3 in through 12 in NPS, for Water and Sewage Systems.
- Q. ANSI/AWWA C600 - Installation of Ductile-Iron Water Mains and Appurtenances.
- R. ANSI/AWWA C606 - Grooved and Shouldered Type Joints.
- S. ANSI/AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.
- T. ASTM B88 - Seamless Copper Water Tube.
- U. ASTM D1785 - Poly (Vinyl Chloride) (PVC) Plastic Pipe, Schedules 40, 80, and 120.
- V. ASTM D2241 - Poly (Vinyl Chloride) (PVC) Plastic Pipe (SDR-PR).
- W. ASTM D2855 - Making Solvent-Cemented Joints with Poly (Vinyl Chloride) (PVC) Pipe and Fittings.
- X. ASTM D2922 - Test Methods for Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- Y. ASTM D3017 - Test Methods for Moisture Content of Soil and Soil-Aggregate Mixtures.

- Z. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.
- AA. ASTM D3035 - Polyethylene (PE) Plastic Pipe (SDR-PR) Based on Controlled Outside Diameter.
- BB. AWWA C901 - Polyethylene (PE) Pressure Pipe, Tubing, and Fittings, 1/2 inch through 3 inch, for Water.
- CC. UL 246 - Hydrants for Fire - Protection Service.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.
- C. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.

1.05 PROJECT RECORD DOCUMENTS

- A. Submit under provisions of Section 01700.
- B. Accurately record actual locations of piping mains, valves, connections, and invert elevations.
- C. Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

1.08 QUALITY ASSURANCE

- A. Perform Work in accordance with utility company.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle products to site under provisions of Section 01600.
- B. Deliver and store valves in shipping containers with labeling in place.

PART 2 PRODUCTS

2.01 PIPE

- A. PVC Pipe: ASTM D3035, SDR 21 for 200 psig rating:
 - 1. Fittings: Ductile Iron
 - 2. Trace Wire: Magnetic detectable conductor, brightly colored plastic covering, imprinted with “Water Service” in large letters.

2.02 GATE VALVES - Up to 3 Inches (75 mm):

- A. Brass or Bronze body, non-rising stem, inside screw, single wedge or disc, IPS ends, with control rod, extension box and valve key.

2.03 GATE VALVES - 3 Inches (75 mm) and Over

- A. ANSI/AWWA C500, Iron body, bronze trim, non-rising stem with square nut, single wedge, flanged ends, control rod, extension box and valve key.

2.04 BALL VALVES - Up to 2 Inches (50 mm)

- A. Brass body, Teflon coated brass ball, rubber seats and stem seals, Tee stem pre-drilled for control rod, inlet end, IPS outlet with control rod, extension box and valve key.

2.05 SWING CHECK VALVES - From 2 inches to 12 inches (50 mm to 300 mm)

- A. ANSI/AWWA C508, iron body, bronze trim 15 degree swing disc, renewable disc and seat, flanged ends.

2.06 HYDRANT

- A. Hydrant: 3” flushing type.
- B. Finish: Primer and two coats of enamel to color required by utility company.

2.08 BEDDING MATERIALS

- A. Bedding: Fill Type Pea Gravel.

2.09 ACCESSORIES

- A. Concrete for Thrust Blocks: Concrete type 3,000 psi.

2.10 AIR RELEASE VALVES

- A. AWWA C512, hydromechanical device to automatically release accumulated air.

2.11 FLUSHING HYDRANTS

- A. Flushing hydrants shall be manufactured by M&H. Other manufacturers will be considered if those manufactured by M&H are not readily available.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions under provisions of Section 01039.
- B. Verify that building service connection and municipal utility water main size, location and invert are as indicated.

3.02 PREPARATION

- A. Ream pipe and tube ends and remove burrs.
- B. Remove scale and dirt, on inside and outside, before assembly.
- C. Prepare pipe connections to equipment with flanges or unions.

3.03 BEDDING

- A. Excavate pipe trench in accordance with Section 02225 for work of this Section. Hand trim excavation for accurate placement of pipe to elevations indicated.
- B. Place bedding material at trench bottom, level fill materials in one continuous layer not exceeding 6 inches (150 mm) compacted depth, compact to 95 percent.
- C. Backfill around sides and to top of pipe with fill, tamped in place and compacted to 95 percent.
- D. Maintain optimum moisture content of bedding material to attain required compaction density.

3.04 INSTALLATION - PIPE

- A. Maintain separation of water main from sewer piping in accordance with state requirements (10 feet horizontally and 1.5 feet vertically).

- B. Install grooved and shouldered pipe joints to ANSI/AWWA C606.
- C. Route pipe in straight line.
- D. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- E. Install access fittings to permit disinfection of water system performed under Section 02675.
- F. Slope water pipe and position drain at low points.
- G. Form and place concrete for thrust blocks at each elbow or change of direction of pipe main.
- H. Establish elevations of buried piping to ensure not less than 2 ft (0.6 m) of cover.
- I. Install trace wire continuous over top of pipe buried 6 inches (150 mm) below finish grade, above pipe line; coordinate with Section 02225.
- J. Backfill trench in accordance with Section 02225.

3.05 INSTALLATION - VALVES AND HYDRANTS

- A. Set valves on solid bearing.
- B. Center and plumb valve box over valve. Set box cover flush with finished grade.
- C. Set hydrants plumb and locate pumper nozzle perpendicular to roadway.
- D. Set hydrants to grade, with nozzles at least 20 inches (500 mm) above ground.
- E. Locate control valve 4 inches (100 mm) away from hydrant.
- F. Provide a drainage pit 36 inches (900 mm) square by 24 inches (600 mm) deep filled with 2 inches (50 mm) washed gravel. Encase elbow of hydrant in gravel to 150 mm above drain opening.

3.06 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Flush and disinfect system in accordance with state and local standards. Disinfect all water piping before placing in service with the use of chlorine or chlorine compounds in such amounts as to produce a concentration of at least 50 ppm and a residual of at least 25 ppm at the end of 24 hours and followed by thorough flushing.

3.07 SERVICE CONNECTIONS

- A. Provide water service to utility company requirements with reduced pressure backflow preventer and water meter with by-pass valves and sand strainer.

3.08 FIELD QUALITY CONTROL

- A. Hydrostatic tests: Test at not less than 1-1/2 times the working pressure for 2 hours in accordance with the latest edition of AWWA Standard C600.
 - 1. Increase pressure in 50-psig increments. Hold test for one hour, decrease to 0 psig. Slowly increase again to test pressure and hold for one more hour. Maximum allowable leakage is 2 quarts (1.89 L) per hour per joint. Re-make leaking joints with new materials and repeat test until leakage is within above limits.
- B. If tests indicate Work does not meet specified requirements, remove work, replace and retest at no cost to Owner.
- C. All construction shall be thoroughly inspected by the local utility prior to placing any backfill. The contractor shall notify the local utility office 24 hours in advance of backfilling. Any defects, broken or cracked pipe, etc...shall be replaced and repaired at the Contractor's expense.
- D. The Water District will pay for the initial filling and incidental flushing of the line for testing purposes. The Contractor shall be responsible for adding all disinfecting materials. If the test fails after the initial testing and flushing, the Contractor shall be required to pay for all additional water that is required to be used for filling until the tests meet the specified requirements.

END OF SECTION

HOPKINS ROAD WATER MAIN EXTENSION

**DEXTER-ALMO WATER DISTRICT
ALMO, KENTUCKY**

PRELIMINARY ENGINEERING REPORT

JULY 2012

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- I. Introduction
- II. Existing System
- III. Current Needs
- IV. Recommended Improvements
- V. Cost Estimate
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I. Introduction

The Dexter-Almo Water District currently serves domestic water supply to approximately 700 customers in the Dexter-Almo area of Calloway County. The Water District has only one primary feed source to the north along Radio Road (east of US Highway 641) and therefore has no means of redundant water source feeds to the customers on the northern portion of the service area. As such, the existing system is vulnerable to water main breaks in the entire northern portion. When a water main breaks in this portion of the system customers are without service, sometimes for extended periods. Furthermore, there are a significant number of potential customers along Hopkins Road that currently have very poor water quality from residential wells. Therefore, the Water District Board has identified the need to plan for a redundant water source feed in this area and add as many customers in the Hopkins Road area as possible. The focus of this preliminary engineering report is to analyze alternatives for providing a redundant feed source to the northern portion of the Dexter-Almo Water District system and to determine cost estimates and recommendations for making these improvements.

II. The Existing System

The Dexter-Almo Water District purchases water from the City of Murray and is served from the city's US Highway 641 N elevated storage tank with the purchase point being located near the intersection of US Highway 641 North and Flint Road. The Water District service area extends from the purchase point in a longitudinal fashion in a northerly direction and serves the northernmost parts of Calloway County. There are no other water systems to the north, east and west from which it is feasible to obtain a primary water feed source from.

There is currently a water main of varying sizes, but primarily 8-inch along Radio Road that connects the southern portion of the system to the northern portion. The water main crosses US Highway 641 in the area of Charley Miller Road. The Charley Miller Road main ends approximately two tenths of a mile east of the intersection of Hopkins Road.

In 2005 the Water District extended a 6-inch water main along Flint Road northward to the intersection of West Fork Road and Hopkins Road. Therefore, there is currently about a 2.1 mile section along Hopkins Road that does not have water main service.

III. Current Needs

It is common engineering practice to design water systems with as many water feed sources as possible in order to decrease the number of outages and to minimize the amount of time that customers are without water service. Of course, these alternative feed sources come at no small cost when the system is oriented in a longitudinal fashion as the Dexter-Almo Water District is with no other water sources near.

Due to limitations of funding, the Water District has operated for many years with one primary feed source to the northern portion of the service area. It is certainly in the best interest and in accordance with standard engineering practice to provide alternative primary feed sources to the system as funding becomes available.

An interconnection of the southern portion of the Dexter-Almo water system to the northern portion along Hopkins Road or Jackson Road would allow (through a process of opening and closing certain valves) the Dexter-Almo system to have a redundant feed source to the northern service area not only in emergencies, but also for routine maintenance tasks. This will decrease the number of water outages and minimize the time that customers are without water service.

This interconnection will have the potential to add approximately 25 customers to the system, but as previously described, it will indirectly affect all of the system users.

The Dexter-Almo Water District has obtained authorization from the County Judge-Executive to place a water main within the right-of-way of Charley Miller Road and Hopkins Road, so no easements to construct the water main are required with this option. The County Judge-Executive has also given authorization to cross county roads with the water main.

IV. Alternatives for Water Feed Sources

Due to the lay-out of the Dexter –Almo system longitudinally, there are not many north south corridors that are feasible alternatives to the Hopkins Road option. One option would be to extend a main in the north south direction along Jackson Road from West Fork Road to Charley Miller Road. General cost comparisons for the two options are shown below:

Hopkins Road Option

1. Construct 6-inch Water Main	11,800 lf at \$25	\$295,000
--------------------------------	-------------------	-----------

Jackson Road Option

1. Construct 6-inch Water Main	14,500 lf at \$25	\$362,500
--------------------------------	-------------------	-----------

V. Recommended Improvements

From the above calculation, it is clear that the Hopkins Road option is the most feasible one due to the length of line required. Furthermore, since there are numerous customers on Hopkins Road with very poor quality well water, the positive cultural and environmental effects of the Hopkins Road option are greater. The total amount of the current grant is \$95,776, so after considering soft costs such as engineering and contingencies, the total available funding for construction is \$80,093. Based on this information, it is recommended that the Dexter-Almo Water District choose the Hopkins Road Option and extend the 6-inch water main along Hopkins Road and go as far as funding will allow. It is further recommended that this project begin from Charley Miller Road and extend southward so that the maximum number of customers may be served with the available funding. As soon as funds are available, the 6-inch water main should be extended from the end of Phase 1 to the intersection of West Fork Road so that the redundant feed can be accomplished.

VI. Cost Estimate

Phase I Estimated project costs are as follows:

a. Administration*	\$0
b. Legal fees*	\$0
c. Land, appraisals, easements, row*	\$0
d. Relocation expenses*	\$0
e. Planning*	\$0
f. Environmental review*	\$0
g. Engineering fees	

Preliminary*	\$0
Design*	\$10,493
Construction*	\$1,000
Inspection*	\$0
Total Engineering fees*	\$11,493
h. Construction costs	
For Water Projects	
Source*	\$0
Treatment*	\$0
Distribution*	\$80,093
Storage*	\$0
Water Total*	\$80,093
i. Equipment*	\$0
j. Contingency*	\$4,190
k. Interim Financing*	\$0
l. Other*	
Total Estimated Phase 1 Costs	\$95,776

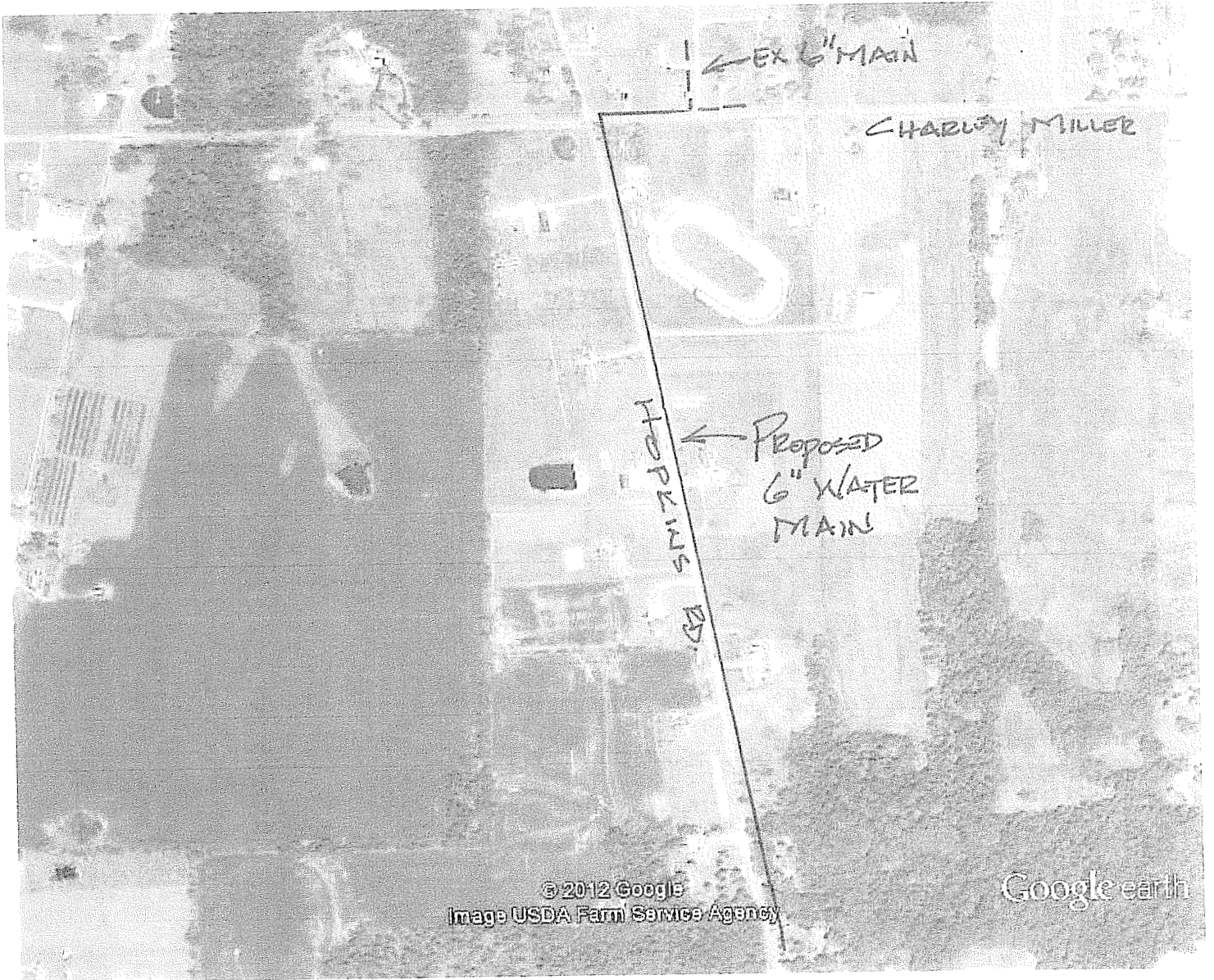
Total Estimated Project costs are as follows:

a. Administration*	\$4,500
b. Legal fees*	\$3,000
c. Land, appraisals, easements, row*	\$3,000
d. Relocation expenses*	\$15,000
e. Planning*	\$1,500
f. Environmental review*	\$0
h. Engineering fees	
Preliminary*	\$0
Design*	\$26,000
Construction*	\$2,000
Inspection*	\$0
Total Engineering fees*	\$28,000
i. Construction costs	
For Water Projects	
Source*	\$0
Treatment*	\$0
Distribution*	\$230,000
Storage*	\$0
Water Total*	\$230,000
i. Equipment*	\$0
j. Contingency*	\$15,000
k. Interim Financing*	\$0
m. Other*	
Total Estimated Project Costs	\$300,000

VI. Project Schedule

Task Date

DOW approval of Plans and Specifications	July 15, 2011
Bid Advertising	August 15, 2011
Bid Opening	September 11, 2011
Construction Contract Award	September 25, 2011
Construction Begins	October 1, 2011
Construction Completion	November 30, 2011
Project Closeout	December 30, 2011



Google earth



HOPKINS ROAD - PHASE 1

KENTUCKY INFRASTRUCTURE AUTHORITY

Project Budget: HB 265
 WX21035006
 Dexter-Almo Water District
 GRANT ID# 2N-2012

Estimated

As-Bid

Cost Classification		Amount
1	Administrative Expenses (1)	
2	Legal Expenses	
3	Land, Appraisals, Easements	
4	Relocation Expense & Payments	
5	Planning (2)	\$500
6	Engineering Fees - Design	\$11,493
7	Engineering Fees - Construction	w/above
8	Engineering Fees - Inspection	In-house
9	Construction	\$79,593
10	Equipment	
11	Contingency	\$4,190
12	Other	
	Total	\$95,776

Funding Sources		Amount	Date Committed
1	State Appropriation through KIA	\$95,776	
2			
3			
4			
5			
6			
	Total	\$95,776	

(1) Include Interim Financing

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

Joe Dan Taylor
 Signature

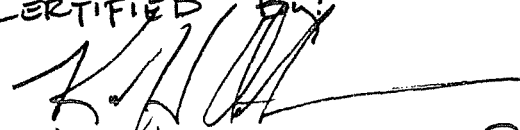
CHAIRMAN
 Title

11-5-12
 Date

**Contractor Bids for Hopkins Road Water Main Extension Phase I
(WX21035006)**

September 25, 2012 4:30 PM (Prevailing Time)

Tab Sheet		
Contractor	Bid Bond	Bid
BTM Excavating		
Newberry Trenching		
★ Revell Construction	✓	\$17.60/ft - \$63,880 \$130/ft - \$3,250 T=\$67,130
RKA Construction	✓	\$19.00/ft - \$68,970 \$210/ft - \$5,250 T-\$74,220
Yale Excavating		

CERTIFIED BY

 KIM H. OATMAN, P.E.
 PROFESSIONAL ENGINEER



KENTUCKY INFRASTRUCTURE AUTHORITY

1024 Capital Center Drive, Suite 340
Frankfort, Kentucky 40601
Phone (502) 573-0260
Fax (502) 573-0157
<http://kia.ky.gov>

Steven L. Beshear
Governor

John E. Covington III
Executive Director

May 3, 2012

Mr. Joe Dan Taylor
Dexter-Almo Heights Water District
P.O. Box 55
Almo, Kentucky 42020

**RE: HB265 REAUTHORIZATION REALLOCATION
Dexter-Almo Heights Water District – Hopkins Road Loop and Metering Installation
WX21035006 - \$95,776 _ 2N-2012**

Dear Mr. Taylor:

Congratulations on the grant you received from Governor Steven L. Beshear and the General Assembly of the Commonwealth of Kentucky awarded during the 2012 Legislative Session of the General Assembly. The Kentucky Infrastructure Authority (KIA) will be administering these funds appropriated for your agency.

No funds can be released until your project meets all grant requirements, is reviewed by Capital Projects and Bond Oversight Committee and has a fully executed grant assistance agreement. Detailed project requirements are outlined in the grant assistance agreement and will be provided to your project administrator.

Please designate your project administrator on Exhibit 1. The project administrator will work with KIA and be responsible for completion of all of the grant documentation and requirements. Your project administrator will be responsible for coordinating proper procurement of all necessary contracts and for completing all requirements of the grant. Please be assured that you will be copied on all essential correspondence and consulted on all decisions regarding your grant.

Your grant funds must be used for the project as identified in the 2012-2014 Biennial Budget of the Commonwealth and as listed above.

Please fill out the attached Exhibits and return to KIA. Once we receive your designation for project administrator, we will contact that person regarding the requirements for receipt of your grant funds.

Again, we are pleased to be a part of this important effort to improve infrastructure for citizens throughout the Commonwealth. We pledge our full cooperation and look forward to working with you and your project administrator in the coming months.

Sincerely,

A handwritten signature in black ink, appearing to read "John E. Covington III".

John E. Covington, III
Executive Director

Attachments

C: Jasper Wyatt, Purchase ADD

Kim H. Oatman, P.E.
133 Pine Creek Drive
Paducah, KY 42001

November 6, 2012

Mr. Jeff Derouen
Executive Director
Public Service Commission
211 Sower Blvd.
Frankfort, KY 40602-0615

RE: Dexter-Almo Heights Water District
Hopkins Road Loop Project

Dear Mr. Derouen,

I am writing on behalf of the Dexter Almo Heights Water District (DAHWD) in support of their request for a certificate of public convenience and necessity for the referenced project.

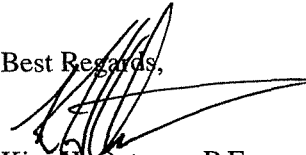
As stated in my Preliminary Engineering Report dated July 2012, I expressed the need to serve water drinking water in the Hopkins Road area and further explained the need to loop the DAHWD system in order to provide a redundant feed to the other customers in the area currently being served. The ultimate goal of DAHWD is to construct this 11,640 linear feet loop, but since the appropriated funds are not adequate to construct the entire loop at this time, DAHWD requested that the project be design to construct as much water line as possible with the available funding. Hence the request before you is to construct 3,630 linear feet of 6-inch water main known as Phase 1.

It is my opinion that constructing this 3,630 linear feet water line extension is the best use of the funds that have been appropriated to DAHWD since it not only advances the DAHWD closer toward its goal of providing redundant and reliable water service to the existing customers in the area, it also adds about 8 new customers to the system. I have estimated that the actual operating cost for the 3,630 linear feet of water line will be approximately \$750, which includes the cost of water purchased, testing, flushing, meter reading and miscellaneous maintenance. If depreciation is not considered, the net annual revenues for this section of line will be \$966 (\$1,716 less \$750). Since the funds being utilized to construct this 3,630 linear feet of water main are from external sources with no associated debt service, this project does not represent a capital investment by DAHWD, so it is not anticipated that customer fees will need to be raised for it.

The bids were opened for this Phase 1 Project on September 25, 2012 and will expire on November 25, 2012, so your prompt attention to this matter is greatly appreciated.

Please let me know if you have any questions.

Best Regards,



Kim H. Oatman, P.E.
Professional Engineer

Cc: Warren Hopkins
Kathy Wyatt



STEVEN L. BESHEAR
GOVERNOR

LEONARD K. PETERS
SECRETARY

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION
DIVISION OF WATER
200 FAIR OAKS LANE, 4TH FLOOR
FRANKFORT, KENTUCKY 40601
www.kentucky.gov

August 29, 2012

Mr. Joe Dan Taylor, Chairman
Dexter Almo Heights Water District
P. O. Box 55
Almo, KY 42020

RE: Dexter Almo Heights Water District
AI # 33820, APE20120001
PWSID # 0180102-12-001
Hopkins Road Water Main Extension
Calloway County, KY

Dear Mr. Taylor:

We have reviewed the plans and specifications for the above referenced project. The plans include the construction of approximately 3,630 LF of 6-inch PVC. 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 Mr. Mortaza Tabayeh at 502-564-8158 x4826.

Sincerely,

A handwritten signature in black ink that reads "Mark Rasche".

Mark Rasche, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

MR: MT

Enclosures

C: Kim H. Oatman, P.E.
Calloway County Health Department
Public Service Commission

The word "Kentucky" in a stylized, cursive font with a horse head silhouette integrated into the letter 'y'.



From: "Larry Elkins" <judgelarry@murray-ky.net>
To: "Kim and Susan Oatman" <iam4ukcats@comcast.net>
Cc: <dawd351@netzero.com>
Sent: Tue, Sep 11, 2012 10:54 AM
Subject: Re: Hopkins Rd Project

Kim,
 You are authorized to use the county road right of way for the placement of the water lines. Please be respectful of people's driveways and call the county road department if you believe the installation will alter water flow. If you have questions give me a call.

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

From: "Kim and Susan Oatman" <iam4ukcats@comcast.net>
To: "Larry Elkins" <judgelarry@murray-ky.net>
Cc: <dawd351@netzero.com>
Sent: Saturday, September 08, 2012 8:41 AM
Subject: FW: Hopkins Rd Project

> Judge Elkins,
 >
 > Dexter Almo Water District recently received Division of Water approval of
 > the Hopkins Road Water Main Extension - Phase 1 Project. Therefore we now
 > have the project out for bids and hope to get started on construction
 > around
 > the 1st of October. I have attached a set of plans so that you may review
 > and provide any comments you may have.
 >
 > I also wanted to confirm that you are okay with the Water District laying
 > the new water main inside the right-of-way of Charlie Miller Road and of
 > Hopkins Road so that the funding could go toward water main construction
 > and
 > not have to be used on easement purchases? This is what I recall
 > discussing
 > that night that we met at the Dexter-Almo Water Office on June 7, 2012,
 > but
 > I just wanted to make sure. Furthermore, I have found that a gas main is
 > located just outside of the south right-of-way of Hopkins Road, so just
 > inside the right-of-way is the ideal location to lay the water main.
 > Please
 > confirm that you approve?
 >
 > Thanks for your time sir. KHO
 >
 > Kim H. Oatman, P.E., P.L.S
 > Professional Engineer
 >
 > -----Original Message-----
 > From: dawd351@netzero.net [mailto:dawd351@netzero.net]
 > Sent: Friday, June 08, 2012 11:10 AM
 > To: iam4ukcats@comcast.net
 > Subject: Hopkins Rd Project
 >
 > Hi Kim
 > Judge Elkins e-mailed me this informtion.
 >
 > Good Morning
 >
 > Our records indicate that the road right of way on Charlie Miller Road is

- > 65', Hopkins Road is 35'
- >
- > L.E.
- >
- >
- > Have a good weekend
- > Talk to you soon
- > Kathy
- >
- >
- >

- > 53 Year Old Mom Looks 33
- > The Stunning Results of Her Wrinkle Trick Has Botox Doctors Worried
- > <http://thirdpartyoffers.netzero.net/TGL3241/4fd224464713b9a1b5st01duc>
- >

DEXTER-ALMO HEIGHTS WATER DISTRICT
Calloway County, Kentucky

FINANCIAL STATEMENTS
DECEMBER 31, 2011

TABLE OF CONTENTS

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INTRODUCTION

The Dexter-Almo Heights Water District is a de jure Water District, situated wholly in Calloway County, Kentucky, and exists by virtue of a Judgment and Order of the Calloway County Fiscal Court.

On April 24, 1964, the Commissioners of Dexter-Almo Heights Water District adopted a resolution providing for the construction and installation of a water-works system in and for said District, and authorizing the issuance of Waterworks System Revenue Bonds to provide for the costs thereof. On May 22, 1964, bonds in the amount of \$225,000 were sold and construction of the system was completed in December 1964. During the calendar year 1976, the District received funds from the Kentucky Highway Department for relocation of water lines. Existing lines were included in property acquired by the Kentucky Highway Department to be used in construction of a four-lane highway from Murray to Benton, Kentucky. Said funds were used to offset the cost of laying new lines to replace those lost to the Highway Department. Additional funds were received during 1979 from the Kentucky Highway Department for relocation of other water lines due to the relocation mentioned above. These additional funds were also used to offset the cost of laying new lines and replacing those lost to the Highway Department.

PIERCE & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

MICHAEL D. PIERCE, CPA, CFP®, PFS
JULIE A. KELLER, CPA
ASHLEY A. BOGARD, CPA

310 Main Street, P.O. Box 527, Murray, KY 42071

Telephone (270) 753-0274

FAX: (270) 753-0275

info@piercecpa.com

To the Commissioners
Dexter-Almo Heights Water District
Almo, Kentucky 42020

We have audited the accompanying financial statements of Dexter-Almo Heights Water District as of and for the year ended December 31, 2011, as listed in the table of contents. These financial statements are the responsibility of the management of Dexter-Almo Heights Water District. Our responsibility is to express an opinion on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Dexter-Almo Heights Water District as of December 31, 2011, and the changes in financial position and cash flows thereof for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2012, on our consideration of the Dexter-Almo Heights Water District's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards*, and should be considered in assessing the results of our audit.

Pierce & Associates, PLLC

Pierce & Associates, PLLC

March 23, 2012

DEXTER-ALMO HEIGHTS WATER DISTRICT
BALANCE SHEET
December 31, 2011

ASSETS

Utility Plant

Waterworks System in Service	\$ 1,279,234	
Less: Accumulated Depreciation	(412,854)	
Total Utility Plant		\$ 866,380

Current Assets

Cash	73,723	
Accounts Receivable	15,318	
Total Current Assets		89,041

Total Assets		\$ 955,421
--------------	--	------------

CAPITAL AND LIABILITIES

Capital

Donated Capital	\$ 646,128	
Retained Earnings	162,662	
Total Capital		\$ 808,790

Long-Term Debt

Note Payable - The Murray Bank	118,345	
Total Long-Term Debt		118,345

Current Liabilities

Accounts Payable	9,446	
Accrued Taxes	1,760	
Customer Deposits	2,214	
Current Portion of Long-Term Debt	14,866	
Total Current Liabilities		28,286

Total Capital and Liabilities		\$ 955,421
-------------------------------	--	------------

See Independent Auditors' Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF INCOME
FOR THE YEAR ENDED DECEMBER 31, 2011

Operating Revenue

Water Revenues	\$ 204,696	
Fees	570	
Total Revenues		\$ 205,266

Operating Expenses

Water Purchases	77,157	
Operating Supplies	2,522	
Water Testing	1,691	
Salaries	37,033	
Commissioner Fees	5,400	
Contract Labor	5,299	
Truck and Mileage Expense	3,630	
Legal and Accounting	3,660	
Telephone and Utilities	3,469	
Payroll Tax Expense	3,157	
Office Expense	2,367	
Postage	2,815	
Repairs and Maintenance	1,380	
Insurance	4,356	
Advertising and Dues	607	
Depreciation	30,513	
Miscellaneous Expenses	415	
Tax and Permits	6,373	
Total Operating Expenses		191,844

Operating Income

13,422

Other Income (Expense)

Interest Income	67	
Interest Expense	(8,216)	
		(8,149)

Net Income

\$ 5,273

See Independent Auditors' Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF RETAINED EARNINGS
FOR THE YEAR ENDED DECEMBER 31, 2011

RETAINED EARNINGS, January 1, 2010	\$ 137,651
Net Income for the year ended December 31, 2010	<u>19,738</u>
RETAINED EARNINGS, January 1, 2011	157,389
Net Income for the year ended December 31, 2011	<u>5,273</u>
RETAINED EARNINGS, December 31, 2011	<u><u>\$ 162,662</u></u>

See Independent Auditors' Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2011

CASH FLOWS FROM OPERATING ACTIVITIES

Net Income	\$ 5,273	
Adjustments to reconcile net income to net cash provided (used) by operating activities:		
Depreciation	30,513	
(Increase) Decrease in Accounts Receivable	57	
Increase (Decrease) in Accounts Payable	3,185	
Increase (Decrease) in Accrued Taxes	50	
Increase (Decrease) in Customer Deposits	599	
Net Cash Provided By Operating Activities	\$ 39,677	\$ 39,677

CASH FLOWS FROM CAPITAL AND RELATED FINANCING ACTIVITIES

Principal Paid on Capital Lease	(6,649)	
Additions to Waterworks System	(29,330)	
Increase in Donated Capital	14,277	
Net Cash Used By Financing Activities	(21,702)	(21,702)

CASH FLOWS FROM INVESTING ACTIVITIES

Net Cash Provided By Investing Activities		-
---	--	---

NET INCREASE IN CASH

17,975

CASH - January 1, 2011

55,748

CASH - December 31, 2011

\$ 73,723

Cash Flow Disclosures:

Interest Paid:		\$8,216
----------------	--	---------

See Independent Auditors' Report and Notes to the Financial Statements

DEXTER-ALMO HEIGHTS WATER DISTRICT

NOTES TO FINANCIAL STATEMENTS

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS**

NOTE 1 - SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Dexter-Almo Heights Water District are prepared on the accrual basis of accounting. Therefore, income is recognized as it is earned rather than when cash is received, and expenditures are recognized as incurred rather than when paid in accordance with generally accepted accounting principles.

Cash

For the purposes of the statement of cash flows, all cash investments with an original maturity of three months or less are considered to be cash equivalents.

Accounts Receivable

The District does not have an allowance for doubtful accounts. Instead, the direct write-off method is used and accounts are written-off as they become uncollectible. This method is not expected to differ materially from the allowance method.

Asset Capitalization and Depreciation Expense

The assets purchased by the District are capitalized at cost. Depreciation for these assets is provided using the straight-line method over their estimated useful lives. The estimated useful lives of the assets are as follows:

Waterworks System & Improvements	50 Years
Building	33 Years
Equipment	10 Years
Office Furniture & Equipment	5 Years
Vehicles	10 Years

Income Taxes

As a special taxing district of local government, the District is exempt from Federal income tax. Therefore, no provision is made for income tax expense.

Accruals

The District does not compensate for days not worked, therefore no accrual has been made for compensated absences.

Advertising costs are expensed as incurred.

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)**

Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Reporting Entity

The Dexter-Almo Heights Water District operates as a proprietary fund, and is considered to be a separate reporting entity, and not a component unit subject to inclusion in the financial statements of any other entity. Criteria considered in determining the reporting entity included; evaluating oversight responsibility, financial interdependency, selection of board members and management personnel, influence over operations, and accountability for fiscal matters.

Fund Accounting

The accounts of the Dexter-Almo Heights Water District are organized using governmental fund accounting, which uses the basis of funds or account groups, each of which is considered a separate reporting entity. The operations of each fund or account group are summarized by providing a separate set of self-balancing accounts which include its assets, liabilities, fund equity, revenues, and expenditures.

The District is considered to be a proprietary fund type, or enterprise fund. An enterprise fund is used to account for operations that are financed and operated in a manner similar to private business enterprises where the costs (expenses, including depreciation) of providing water services to the general public on a continuing basis are financed through user charges.

NOTE 2 - PROPERTY, PLANT AND EQUIPMENT

Fixed assets at December 31, 2011, are stated at cost less depreciation as follows:

	<u>Cost</u>	<u>Accumulated Depreciation</u>	<u>Book Value</u>
Waterworks System in Service	\$1,231,159	\$378,188	\$852,971
Wells (2)	12,540	12,540	0
Building and Improvements	24,038	15,717	8,321
Equipment and Vehicle	3,800	1,710	2,090
Office Furniture & Equipment	7,697	4,699	2,998
TOTALS	<u>\$1,279,234</u>	<u>\$412,854</u>	<u>\$866,380</u>

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)**

NOTE 3 - CASH

Cash at December 31, 2011, was fully insured by the FDIC and consisted of the following:

Cash on Hand	\$ 100
The Murray Bank, Revenue Fund – unrestricted	49,738
The Murray Bank, Money Market Fund – unrestricted	20,083
The Murray Bank, Meter Fund – restricted	<u>3,802</u>
Total	<u>\$73,723</u>

NOTE 4 - ACCOUNTS RECEIVABLE

Customer accounts receivable at December 31, 2011, amounted to \$15,318. This represents the amount of current December bills and any amount in arrears due from customers.

NOTE 5 - CAPITAL

Donated Capital (formerly Contributions in Aid of Construction) amounting to \$646,128 has been received over the total period of time that the District has been in operation. These advances from customers and the Kentucky Infrastructure Authority represent non-refundable contributions for the purpose of offsetting part of the cost of tapping onto the system and grant proceeds for approved projects respectively. Current year contributions amounted to \$14,277.

NOTE 6 - NOTE PAYABLE

The District obtained a line of credit in the amount of \$150,000 from The Murray Bank on December 12, 2005 for the purpose of timely paying construction costs related to the Flint Rd/West Fork Rd Water Main Extension project. The project expenses are being reimbursed under a grant from the Kentucky Infrastructure Authority. The project has been completed and interest is currently being paid.

The line of credit matured December 15, 2009 and was converted to a note payable. Payments of \$7,375 will be made bi-annually in June and December. As of December 31, 2011 the balance due on the line of credit was \$133,211 with an interest rate of 5.95%.

**DEXTER-ALMO HEIGHTS WATER DISTRICT
NOTES TO FINANCIAL STATEMENTS (Continued)**

NOTE 8 - ACCRUED TAXES PAYABLE

Accrued Taxes Payable as of December 31, 2011, consisted of the following:

Payroll Taxes	\$1,230
Sales Tax	76
Calloway County Board of Education	<u>454</u>
Total Accrued Taxes	<u>\$ 1,760</u>

NOTE 9 - ACCOUNTS PAYABLE

Accounts Payable as of December 31, 2011, amounted to \$9,446. This amount consists of general operating expenses totaling \$6,983, and additions to the water system in the amount of \$2,463.

**ADDITIONAL REPORTS REQUIRED
BY *GOVERNMENT AUDITING STANDARDS***

PIERCE & ASSOCIATES, PLLC
CERTIFIED PUBLIC ACCOUNTANTS

MICHAEL D. PIERCE, CPA, CFP®, PFS
JULIE A. KELLER, CPA
ASHLEY A. BOGARD, CPA

310 Main Street, P.O. Box 527, Murray, KY 42071

Telephone (270) 753-0274

FAX: (270) 753-0275

info@piercecpa.com

REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON
AN AUDIT OF FINANCIAL STATEMENTS PERFORMED
IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Commissioners
Dexter-Almo Heights Water District
Almo, Kentucky 42020

We have audited the financial statements of Dexter-Almo Heights Water District as of and for the year ended December 31, 2011, and have issued our report thereon dated March 23, 2012. We conducted our audit in accordance with auditing standards generally accepted in the United States and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Dexter-Almo Heights Water District's internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing an opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Dexter-Almo Heights Water District's internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the Organization's internal control over financial reporting.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented or detected and corrected on a timely basis.

Our consideration of the internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in the internal control over financial reporting that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be a material weakness, as defined above.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Dexter-Almo Heights Water District's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance that are required to be reported under *Government Auditing Standards*.

This report is intended for the information and use of the board of directors and management and is not intended to be and should not be used by anyone other than these specified parties.

Pierce & Associates, PLLC

Pierce & Associates, PLLC

March 23, 2012