

STANLEY & BERTRAM, P.S.C.

ATTORNEYS AT LAW
175 MAIN STREET
P. O. BOX 40
VANCEBURG, KENTUCKY 41179-0040

Thomas M. Bertram, II
Benjamin L. Harrison

Phone (606) 796-3024
Fax (606) 796-2113
stanleybertram@windstream.net

RECEIVED

MAY 23 2017

Public Service
Commission

May 19, 2017

Public Service Commission
Attn: Talina R. Mathews, Executive Director
PO Box 615
Frankfort, KY 40602-0615

Re: Western Lewis-Rectorville Water & Gas District
Request for Waiver of KRS 278.020 (1)
Case No. 2017-00141

Dear Ms. Mathews,

Contained herein is the unbounded original Answer to the Commission Staff's First Request for Information provided by Western Lewis-Rectorville Water and Gas District in the above case as well as ten additional copies.

If the Commission requires anything further, please let us know.

Respectfully,



Benjamin L. Harrison
bharrison50@gmail.com

RECEIVED

COMMONWEALTH OF KENTUCKY

MAY 23 2017

BEFORE THE PUBLIC SERVICE COMMISSION

Public Service
Commission

In the Matter of:

WESTERN LEWIS-RECTORVILLE WATER &)	
GAS DISTRICT REQUEST FOR WAIVER OF)	CASE NO.
KRS 278.020 (1))	2017-00141

ANSWER TO COMMISSION STAFF'S FIRST REQUEST FOR INFORMATION

Comes the Western Lewis Rectorville Water and Gas District, by counsel, and for its Answer to Commission Staff's First Request for Information, states as follows:

Answer to Request #1: Western Lewis-Rectorville Water and Gas District began constructing the new office building on March 13, 2017. The current status of the construction project is that the construction process is approximately 60 days into a 120 day construction contract. The new building is under roof and construction is ongoing.

Answer to Request #2 a: Western Lewis-Rectorville Water and Gas District complied with KRS 424.260 and KRS 424.130 in that the proper advertisement and proper publishing time was utilized in the bidding process as the construction project was to exceed \$20,000.00.

The District advertised for bids on the construction project in the Maysville Ledger Independent and Lewis County Herald newspapers on February 14, 2017 and February 21, 2017. The advertisements were published twice and they occurred not less than seven days nor more than 21 days before the bids were opened. The bids were opened publically on March 1, 2017 at the District's Board meeting. After the bid openings, HMB Professional Engineers performed a reference check on the apparent low bidder to ensure that they had a good reputation in the industry. Results were provided to the District Board on March 7, 2017. The contract was awarded by written notice to the responsible bidder.

Answer to Request #2 b: Western Lewis-Rectorville Water and Gas District advertised for bids to construct the new office building. The advertisements were published in the manner described in the above Answer to Request #2 a. See attached copies of advertisements (Attachment #1).

Answer to Request #2 c: There were three bids received. The bids are attached as Attachment #2 and the bid tabulation sheet from HMB is attached as Attachment #3.

Answer to Request #2 d: The bid was accepted by the District Board on March 7, 2017. Minutes of the District Board on that date are attached as Attachment #4.

Answer to Request #3: The bid price of \$213,536.00 includes rebuilding the original building plus an additional 14 foot section on the rear of the building. Furniture and appliances were not included and those items will be reimbursed by the insurance company separate from the building. The attached bid schedule indicates what was covered by the bid price and is Attachment #3.

Answer to Request #4: Below is the square footage of the destroyed building:

Enclosed: 1921 square feet

Porch area: 368 square feet

Below is the square footage of the building being constructed:

Enclosed: 2562 square feet

Porch area: 345 square feet

The information provided is true and correct to the best of my and those that signed below, knowledge, information, and belief formed after a reasonable inquiry.



BENJAMIN L. HARRISON
COUNSEL FOR WLR
STANLEY & BERTRAM, PSC
PO Box 40
Vanceburg, KY 41179
606-796-3024; 606-796-2113 – FAX
bharrison50@gmail.com

The above information contained in Western Lewis-Rectorville Water and Gas District Answer to Commission Staff's First Request for Information was provided by Chad Clark, General Manager, Pauline Bickley, Senior Office Clerk, and Brandon Baxter, Water Resource Design Engineer, HMB Professional Engineers, Inc.

Chad Clark

CHAD CLARK
General Manager

05/18/2017
Date

Pauline Bickley

PAULINE BICKLEY
Senior Office Clerk

5/19/2017
Date

BRANDON BAXTER
Water Resource Design Engineer
HMB Professional Engineers, Inc.

Date

CERTIFICATE OF SERVICE

I hereby certify that on this *19th* day of May 2017, a copy of the foregoing Motion has been mailed, USPS postage prepaid, to the following:

Talina R. Matthews
Executive Director
Public Service Commission
PO Box 615
Frankfort, KY 40602

Benjamin L. Harrison
BENJAMIN L. HARRISON


The above information contained in Western Lewis-Rectorville Water and Gas District Answer to Commission Staff's First Request for Information was provided by Chad Clark, General Manager, Pauline Bickley, Senior Office Clerk, and Brandon Baxter, Water Resource Design Engineer, HMB Professional Engineers, Inc.

CHAD CLARK
General Manager

Date

PAULINE BICKLEY
Senior Office Clerk

Date



BRANDON BAXTER
Water Resource Design Engineer
HMB Professional Engineers, Inc.

5/19/17

Date

CERTIFICATE OF SERVICE

I hereby certify that on this 19th day of May 2017, a copy of the foregoing Motion has been mailed, USPS postage prepaid, to the following:

Talina R. Matthews
Executive Director
Public Service Commission
PO Box 615
Frankfort, KY 40602



BENJAMIN L. HARRISON

Attachment #1

Western Lewis - Rectorville Water - 2-14-17

HERALD, Tuesday, February 14, 2017

Notes

and Natural Resources

pk Extension Office



Extension Notes

lewis.ca.uky.edu

Family and Consumer Sciences

Mandi Broderick Lewis County Extension Office



for \$8.50. If you were to only order 25 plants from the company it would cost you over \$13.

The variety to be ordered will be Tribute (Ever bearers).

The Tribute's medium to large, firm fruit has made it the most popular of the eastern day-neutral varieties. It is one of the most successful varieties in commercial plantings. During the first year, Tribute will peak in September and the next year will bring forth a heavy spring crop. It is resistant to both Red Stele, Verticillium, Leaf Spot, and Leaf Scorch

Success of the crop depends largely on the soil in which the plants grow. Therefore, prepare the soil properly for production of

a large and profitable crop. Consider the following important factors: rotation, plowing, and fertilizing. The most common spacing is 3.5 feet between rows and 2.5 feet between plants in the row. Correct planting helps plants resume growth quickly. Keep roots moist at all times during planting by keeping them in a pail partly filled with water or by keeping damp peat moss, sawdust, burlap, or other similar material over them until planted.

All proceeds from strawberry sales go toward 4-H Camp scholarships.

Orders will be due in by 4:30 p.m. on March 2. The plants will not be shipped until April 17. If you want to place an order call 796-2732.

Drink up for good health

Most of us hear early on that we should drink water for good health, but some of us may not know why it is so important.

More than two-thirds of our bodies are made of water. It helps lubricate our joints, and without water, our organs could not properly function. Water is also essential in helping us remove waste from our bodies.

If you don't consume enough water, you run the risk of becoming dehydrated. Dehydration can cause headaches, mood changes, fever, dizziness, rapid heart-beat and kidney problems among others.

The Centers for Disease Control and Prevention suggests adults consume between 91 and 125 fluid ounces of water each day on average. Individuals who choose water when they are thirsty and at meal time usually have no problem drinking enough daily. Water may also be consumed through healthy food choices like fruits

and vegetables. Keep in mind that your daily intake amount can fluctuate depending upon your weight, age, sex, activity level and certain medical conditions. You will also need to consume more water if you are in a hot climate, are physically active, running a fever, or losing fluids through vomiting and/or diarrhea.

Below are some suggestions on how to increase your and your family's fluid intake.

- Keep a bottle of water with you.
- Eat more foods with high water content like fruit and vegetables.
- Add fruit to water for flavor.
- Give children water when they are thirsty.
- Choose water over sugar-sweetened beverages when eating out. Not only will you consume fewer calories, but water is free in most restaurants.

Here is a recipe from Plate It Up! Kentucky Proud that could help you

increase water intake. **Strawberry Green Tea**
13 cups water
13 green tea bags, regular size
1 pound fresh strawberries
1 cup honey
1 lemon, optional
Yield: 16, 8 ounce servings

Wash strawberries and move the tops. Chop berries with a hand chopper in a large pot. Add water to the chopped berries, bring to a boil, stirring occasionally. Remove from heat and let mixture cool for 10 minutes. Add tea bags and submerge. Steep tea for 3 minutes. Strain the mixture through a mesh strainer into a 1-gallon pitcher. Add honey and stir until dissolved. Chill and serve. Garnish with a lemon slice and fresh strawberry if desired.

Nutritional Analysis: 130 calories, 0 g fat, 0 mg cholesterol, 5 mg sodium, 30 g carbohydrate, 1 g fiber, 10 g sugar, 0 g protein. Daily Value for vitamins

Stockyards Report

and Large 2-3: 600-650 lbs. 113.00;	650-700 lbs. 111.00;	700-750 lbs. 89.00;	750-800 lbs. 85.00-90.00.
Feeder Heifers Medium and Large 1-2: 250-300 lbs. 119.00-130.00;	300-350 lbs. 111.00;	300-350 lbs. 130.00;	350-400 lbs. 106.00;
350-400 lbs. 129.00;	400-450 lbs. 110.00-122.00;	400-450 lbs. 126.00;	450-500 lbs. 110.00-123.00;
500-550 lbs. 105.00-114.00;	500-550 lbs. 120.75;	550-600 lbs. 105.00-113.00;	600-650 lbs. 102.50-115.00;
650-700 lbs. 109.00;	700-750 lbs. 105.50.	Groups of 20 head or more: 53 BLK/CHARX 547 lbs. 120.75;	57 Mixed 642 lbs. 113.25.
Feeder Heifers Medium	78.50.	Stock Cows	

E-mail: heraldadvertising@yahoo.com

SEQ CHAPTER 1b r 1

ADVERTISEMENT FOR BIDS

NEW OFFICE BUILDING WESTERN LEWIS-RECTORVILLE WATER & GAS DISTRICT MASON COUNTY, KENTUCKY

FEBRUARY 2017

Sealed proposals for the following work will be received by the Western Lewis-Rectorville Water & Gas District at 8044 KY 3161, Maysville, KY 41056 until 12:00 (local time) March 1, 2017, for furnishing labor and materials and performing all work as set forth in this Advertisement for Bids, General Conditions, Specifications and Drawings prepared by HMB Professional Engineers, Inc., 3 HMB Circle, US Frankfort, KY 40601.

1.00; 700-750 lbs. Bred Cows, Medium and Large 1-2: 350-400 months; 1200-1600 lbs. 130.00; 400-450 lbs. 1250.00, 4-6 months. Bred Cows Medium and Large 1-2 Aged: 1200-1600 lbs. 9.00-135.00; 400-450 lbs. 151.00; 450-500 lbs. 1-2 Aged: 1200-1600 lbs. 0.00-131.00; 500-550 lbs. 700.00, 4-6 months. Baby calves: Beef 285.00-111.00-130.00; 600-0 lbs. 107.00-122.00; 375.00 per head. 0-700 lbs. 101.00-7.00; 700-750 lbs. This report reflects the majority of cattle sold with a USDA grade, weight and sex. This report does not reflect all animals sold on the above date. 4.00; 750-800 lbs. 50-102.00. Feeder Bulls Medium and Large 2-3: 350-400

The work to be bid upon is described as follows:

New Office Building

One Story Unit
2,8799+/- sf Building Coverage
2,562+/- sf Conditioned Building
5-B Construction Type

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

HMB Professional Engineers, Inc., 3 HMB Circle, US 460, Frankfort, KY 40601
Western Lewis-Rectorville Water & Gas District, 8000 Day Pike, Maysville, KY 41056
DS2 Architects, 107 W. 2nd Street, Maysville, KY 41056

Copies of the Drawings, Specifications and Contract Documents may be obtained at the office of DS2 Architects, 107 W. 2nd Street, Maysville, KY 41056 at a cost of \$150.00, plus shipping (NON-REFUNDABLE). The phone number for DS2 Architects is (888) 564-0961.

After award of a contract, the General Contractor will be furnished, without charge, one (1) sets of plans and specifications needed to prosecute the work, additional sets may be obtained through DS2 Architects at cost. Subcontractors, manufacturers and suppliers shall obtain plans and specifications from the General Contractor.

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

"Sealed proposal for New Office Building – Western Lewis-Rectorville Water & Gas District"

Not to be opened until 2:00 PM (local time), March 1, 2017

"The following addenda have been received and considered in the enclosed proposal:"

Addendum No. _____ Addendum No. _____ Addendum No. _____

Time allowance for completion of the Contract is 120 consecutive calendar days.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Western Lewis-Rectorville Water & Gas District, 8044 KY 3161, Maysville, KY 41056 allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Western Lewis-Rectorville Water & Gas District in an amount not less than five percent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Western Lewis-Rectorville Water & Gas District reserves the right to reject any and all bids and to waive formalities and any bid that is obviously unbalanced or incomplete may be rejected.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

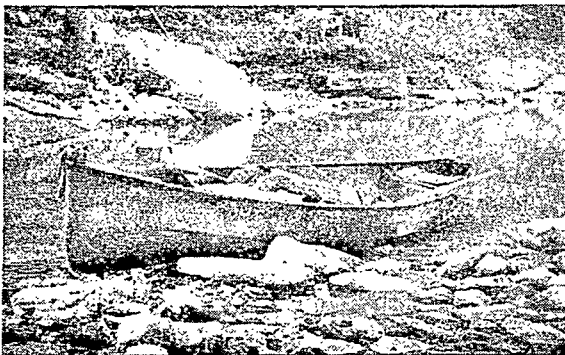
Bidders must certify that they do not, and will not, maintain or provide for their employees any facilities that are segregated on the basis of race, color, creed or national origin.

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap, and sex in this project. Minority firms are particularly encouraged to participate.

John Thomas, Jr. - Chairman

and Kayaking Page on and Wildlife website

ng information at one location



Kayak fishing and other paddling activities are gaining in popularity. According to a study by the Outdoor Foundation, 21.7 million Americans enjoyed paddlesports in 2014, an increase of 3 million users since 2010. They logged more than 216 million outings that year.

The "Canoeing and Kayaking" page also has an excellent free Paddlesports Safety Course, as well as a link to the "Where to Boat" page on the web-

site. Users of this page may select to sort by boating access sites or fishing waters by city or county, waterbody type, fish species desired and access type.

"Our biologists and writers are constantly adding new stream and river information so keep checking back to see write-ups on new water," Johnson explained.

This information will prove handy when the paddling season begins in earnest this coming spring.

Farmers Mutual Insurance of Mason County

• Homeowners • Farm Properties • Mobile Homes • Commercial Buildings • Churches
Call Your Local Director for Service



Eddie Stamm

Lewis & Rowan Counties
606-796-3789



Garry Clark

Lewis & Mason Counties
606-742-2746 Home
606-584-1405 Cell

1718 US 68 South, Maysville, KY

Western Lewis - Rectorville Water
2-21-17

HERALD, Tuesday, February 21, 2017

LEGATE'S
TIME
and SPREAD
, KENTUCKY

Cell
606-202-1829

tising@yahoo.com

n of Kentucky
Justice
JIT COURT
CI-00031

PLAINTIFF
COMMISSIONER'S SALE
DEFENDANTS

Sale entered in the Lewis Circuit Court
\$35,422.79, plus interest, fees and costs,
rest bidder, at the Lewis County Court-
Kentucky, 41179, on Thursday, February
following property:

! Road, Vanceburg, KY 41179 and jden-
0-09-00-019.00. The land is more par-
tion located in the office of the Lewis
ced upon request.

At the time of sale, the successful bidder
of 10% of the purchase price with the
he event the successful bidder elects to
bond with acceptable surety for the un-
rate of 12% per annum from the date
at the sale, may be anyone owning real
successful bidder's spouse. A lien shall
ty for the purchase price; (B) The pur-
assessments for the current fiscal year;
ments for previous years shall be paid
d in writing and filed of record by the
date of sale; (D) If a successful bid is
e, the defendant shall retain a right of
of sale; the purchaser shall receive an
containing a lien in favor of the defen-
emption. KRS 426.530; (E) The prop-
of any right, title and interest of all
encumbrances thereon, excepting ease-
ments of record in the Lewis County
ion and accurate survey of the property
which may exist; (F) For more partic-
the Lewis Circuit Clerk; (G) Bidders
prior to sale; (H) Exceptions must be
the filing of the Commissioner's Re-
ct property shall pass to the purchaser
premises shall pass to the purchaser
delivery of deed.

DER, MASTER COMMISSIONER
TREET, VANCEBURG, KY 41179
606/796-2531

6-8c

Don't forget your classified -
Stop by The Herald today!



Blessed are they who mourn, for they
will be comforted. Matthew 5:4

Tamera Reis-Ginn, GC-C
Certified Grief Counselor
3092 Clarksburg Rd.
Vanceburg, Ky 41179
rginn328@yahoo.com

Call 606-541-6841 for more information.



Commonwealth of Kentucky
Court of Justice
Lewis CIRCUIT COURT
Case No. 15-CI-00165

SHIRLEY ANN GILKINSON PLAIN
vs. NOTICE OF MASTER COMMISSIONER'S SALE
LULA JEAN HENDERSON, ET AL. DEFENDANT

By virtue of a Judgment and Order of Sale entered in the Lewis Circuit C
on January 20, 2017, for sale and division, I will expose for sale to the hig
and best bidder, at the Lewis County Courthouse, 112 Second Street, Vancel
Kentucky, 41179, on Thursday, February 23, 2017, at the hour of 11:00 a.m.
following property:

A tract of land located at Vanceburg, KY 41179 and identified as Lewis
P.V.A. Parcel No.: 008-00-00-016.00. The land is more particularly describ
the record of this action located in the office of the Lewis Circuit Court C
where it can be reviewed upon request.

Terms of the sale are as follows: (A) At the time of sale, the successful bi
shall either pay cash or make a deposit of 10% of the purchase price wit
balance on credit for thirty (30) days. In the event the successful bidder elec
credit the balance, said bidder shall post bond with acceptable surety for the
paid purchase price bearing interest at the rate of 12% per annum from the
of the sale. The surety must be present at the sale, may be anyone owning
estate in Kentucky, but may not be the successful bidder's spouse. A lien s
be retained by the Commissioner as security for the purchase price; (B) The
chaser shall assume and pay all taxes and assessments for the current fiscal)
(C) All other delinquent taxes and assessments for previous years shall be)
from the sale proceeds if properly claimed in writing and filed of record by
purchaser within ten (10) days from the date of sale; (D) If a successful bi
less than two-thirds of the appraised value, the defendant shall retain a righ
redemption for six months from the date of sale; the purchaser shall receiv
immediate writ of possession and a deed containing a lien in favor of the de
dant reflecting the defendant's right of redemption. KRS 426.530; (E) The p
ery shall otherwise be sold free and clear of any right, title and interest o
parties to the action and of their liens and encumbrances thereon, excepting e
ments and restrictions, stipulations and agreements of record in the Lewis Co
Clérk's Office, any facts which an inspection and accurate survey of the prop
may disclose and any right of redemption which may exist; (F) For more pa
ulars, reference is made to the records of the Lewis Circuit Clerk; (G) Bid
are advised to obtain a title examination prior to sale; (H) Exceptions mus
filed not later than ten (10) days following the filing of the Commissioner's
port of Sale; (I) Risk of loss for the subject property shall pass to the purch
on the date of sale, and possession of the premises shall pass to the purch
upon payment of the purchase price and delivery of deed.

JOHN M. HOLDER, MASTER COMMISSIONER
21 SECOND STREET, VANCEBURG, KY 41179
TELEPHONE: 606/796-2531

6

LEGAL NOTICE

Due to the proposed construction of a new
bridge crossing the North Fork Licking River at
the Lewis-Fleming line, project officially desig-
nated as 1100 FD04 068.8931201R; Lewis
County, Item No. 9-8507.00, the Commonwealth
of Kentucky, Transportation Cabinet, Depart-
ment of Highways deems it necessary to remove
and relocate the unknown cemetery which is lo-
cated along KY 57 approximately 9 miles North
of Flemingsburg. The said cemetery, which date
is unknown, and may contain an estimated 5 to
7 graves, all of which are unmarked and uniden-
tified, all of which will be affected by the project.
Anyone having knowledge of the cemetery, such
as the names of persons buried there or their next
of kin are requested to contact Amy Ishmael or
James Mason, Division of Right of Way, Flem-
ingsburg, KY 41041. The telephone number is
(606) 845-2551.

2-10c

SUBSCRIBE
TODAY!

SEQ CHAPTER 1

ADVERTISEMENT FOR BIDS

NEW OFFICE BUILDING
WESTERN LEWIS-RECTORVILLE WATER & GAS DISTRICT
MASON COUNTY, KENTUCKY

FEBRUARY 2017

Commonwealth of Kentucky
Court of Justice
Lewis CIRCUIT COURT
Case No. 16-CI-00006

WELLS FARGO BANK, NA PLAINTIFF
vs. NOTICE OF MASTER COMMISSIONER'S SALE
TONY A. MOORE, ET AL. DEFENDANTS

By virtue of a Judgment and Order of Sale entered in the Lewis Circuit Court
on May 6, 2016, to raise the sum of \$59,275.30, plus interest, fees and costs,
I will expose for sale to the highest and best bidder, at the Lewis County Court-
house, 112 Second Street, Vanceburg, Kentucky, 41179, on Thursday, February

Sealed proposals for the following work will be received by the Western Lewis-Re
torville Water & Gas District at 8044 KY 3161, Maysville, KY 41056 until 12:00 P.M.
(local time) **March 1, 2017**, for furnishing labor and materials and performing all wo
as set forth in this Advertisement for Bids, General Conditions, Specifications and/
Drawings prepared by HMB Professional Engineers, Inc., 3 HMB Circle, US 46
Frankfort, KY 40601.

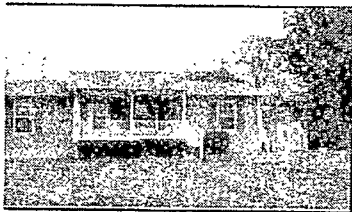
balance on credit for thirty (30) days. In the event the successful bidder elects to credit the balance, said bidder shall post bond with acceptable surety for the unpaid purchase price bearing interest at the rate of 12% per annum from the date of the sale. The surety must be present at the sale, may be anyone owning real estate in Kentucky, but may not be the successful bidder's spouse. A lien shall be retained by the Commissioner as security for the purchase price; (B) The purchaser shall assume and pay all taxes and assessments for the current fiscal year; (C) All other delinquent taxes and assessments for previous years shall be paid from the sale proceeds if properly claimed in writing and filed of record by the purchaser within ten (10) days from the date of sale; (D) If a successful bid is less than two-thirds of the appraised value, the defendant shall retain a right of redemption for six months from the date of sale; the purchaser shall receive an immediate writ of possession and a deed containing a lien in favor of the defendant reflecting the defendant's right of redemption, KRS 426.530; (E) The property shall otherwise be sold free and clear of any right, title and interest of all parties to the action and of their liens and encumbrances thereon, excepting easements and restrictions, stipulations and agreements of record in the Lewis County Clerk's Office, any facts which an inspection and accurate survey of the property may disclose and any right of redemption which may exist; (F) For more particulars, reference is made to the records of the Lewis Circuit Clerk; (G) Bidders are advised to obtain a title examination prior to sale; (H) Exceptions must be filed not later than ten (10) days following the filing of the Commissioner's Report of Sale; (I) Risk of loss for the subject property shall pass to the purchaser on the date of sale, and possession of the premises shall pass to the purchaser upon payment of the purchase price and delivery of deed.

JOHN M. HOLDER, MASTER COMMISSIONER
21 SECOND STREET, VANCEBURG, KY 41179
TELEPHONE: 606/796-2531

6-8c

RENTAL FORECLOSURE SALE

FRIDAY, MARCH 7, 2017 AT 10:00 A.M.
ON ANDREW MASON RD., VANCEBURG, KY 41179/LEWIS COUNTY
HOUSE AND LOT



bedrooms and one bath. This property is considered unsuitable for the Rural Use. It would be an excellent buy for an investor interested in rental property or for resale.

February 28, 2017 from 10:00 a.m.-11:00 a.m.

Property is \$21,440.00.

It is the responsibility of the purchaser.

1. The U.S. Marshal's Deed is not a general warranty deed. Buyers are advised to obtain notification regarding encumbrances on the property must be made to the U.S. Marshal within 30 days.

LEGAL NOTICE

On March 7, 2017 at 10:00 A.M. at 862 Andrew Mason Rd., Vanceburg, Kentucky, in the amount of \$6,558.78, through May 6, 2015, with escrow in the amount of \$15,265.70, for a total unpaid balance due of \$67,554.10. Interest is accrued at the rate \$8.8148 per day after May 6, 2015, until the date of entry of the judgment (principal plus the shared appreciation recapture plus interest to the amount of 0.64% computed daily and compounded annually, until paid in full and for the land Order of Sale, being Civil Action No. 0:15-CV-00084-HRW on the Ashland County for the Eastern District of Kentucky, entered on September 23, 2016, in the name of E. Truesdell and Molly D. Truesdell, the following described property will be

located on Andrew Mason Rd., Vanceburg, KY 41179

of the bid price (in the form of a Cashiers Check made payable to the U.S. Marshal) and sufficient bond for the balance, bearing interest at the rate of 0.64% per annum from the date of sale and said bond having the effect of a Judgment. Upon a default by the bidder and retained by the U.S. Marshal as part of the proceeds of the sale, and the subject to confirmation by the Court. This sale shall be in bar and foreclosure of all claims and or equity of redemption of the defendant(s) and of all persons claiming by, through, or under the purchase price is equal to two-thirds of the appraised value. If the purchase price is less than two-thirds of the appraised value, the purchaser shall retain a right of redemption for six months from the date of sale; the purchaser shall receive an immediate writ of possession and a deed containing a lien in favor of the defendant(s) reflecting the defendant's right of redemption (KRS 426.530). Under law, the purchaser shall assume and pay all taxes and assessments for the current fiscal year. Reference is made to the records of the local County Clerk's Office.

Good Howe, Area Director
Regional Development Area Office
Vanceburg, Kentucky
Telephone: 606-794-6447

The work to be bid upon is described as follows:

New Office Building

One Story Unit
2,8799+/- sf Building Coverage
2,562+/- sf Conditioned Building
5-B Construction Type

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

HMB Professional Engineers, Inc., 3 HMB Circle, US 460, Frankfort, KY 40601
Western Lewis-Rectorville Water & Gas District, 8000 Day Pike, Maysville, KY 41056
DS2 Architects, 107 W. 2nd Street, Maysville, KY 41056

Copies of the Drawings, Specifications and Contract Documents may be obtained from the office of DS2 Architects, 107 W. 2nd Street, Maysville, KY 41056 at a cost of \$150.00, plus shipping (NON-REFUNDABLE). The phone number for DS2 Architects is (888) 564-0961.

After award of a contract, the General Contractor will be furnished, without charge, one (1) sets of plans and specifications needed to prosecute the work, additional sets may be obtained through DS2 Architects at cost. Subcontractors, manufacturers and suppliers shall obtain plans and specifications from the General Contractor.

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

"Sealed proposal for New Office Building - Western Lewis-Rectorville Water & Gas District"

Not to be opened until 2:00 PM (local time), March 1, 2017

"The following addenda have been received and considered in the enclosed proposal:

Addendum No. _____ Addendum No. _____ Addendum No. _____

Time allowance for completion of the Contract is 120 consecutive calendar days.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Western Lewis-Rectorville Water & Gas District, 8044 KY 3161, Maysville, KY 41056 allowing sufficient time for such mail to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Western Lewis-Rectorville Water & Gas District in an amount not less than five percent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Western Lewis-Rectorville Water & Gas District reserves the right to reject any and all bids and to waive formalities and any bid that is obviously unbalanced or incomplete may be rejected.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

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

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap, and sex in this project. Minority firms are particularly encouraged to participate.

John Thomas, Jr. - Chairman

Attachment #2

BID SCHEDULE

Proposal of Greg's Framing LLC / Larry Mulholland, G.C. LLC (hereinafter called "BIDDER"), organized and existing under the laws of the State of Ky doing business as Same * to the Western Lewis-Rectorville Water & Gas District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of New Office Building - Western Lewis-Rectorville Water & Gas District in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day that the work remains incomplete after the expiration date of the contract.

BIDDER acknowledges receipt of the following Addenda:

Addendum No. 60-12-27-17 Addendum No. _____ Addendum No. _____

The BIDDER hereby proposes to furnish and do all that is required by the contract to which this refers for the construction of all structures listed at the prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct).

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

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in pursuance of and subject to all terms and conditions of the Instructions to Bidders, the Construction Contract, the Technical Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this proposal is a certified check or standard bid bond (5% of the Total Bid) in the sum of _____ dollars and _____ cents (\$ _____) in accordance with the Instructions to Bidders.

The undersigned BIDDER agrees to execute the contract and Performance and Payment Bond for the amount of the total of this bid within 10 calendar days from the date when the written Notice of Award of the contract is delivered to him at the address given in this proposal. The name and address of the corporate surety with which the BIDDER proposes to furnish the specified Performance and Payment Bond is as follows:

West Bend Mutual Ins Co
8401 Greenway Blvd Ste 1100
Middleton, WI 53562

All the various phases of work enumerated in the Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for the Construction Contract.

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

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bids shall include sales tax and all other applicable taxes and fees.

The BIDDER is strongly encouraged to closely review the Special Conditions and Instructions to Bidders. Submittal of Bid shall constitute acknowledgement by the Bidder of the contents of these sections.

BID SCHEDULE

BASE BID

<u>No.</u>	<u>Line item</u>	<u>Bid Price</u>
1	Concrete	(44,919)
2	Block Masonry	(1,382)
3	Brick Masonry (All BIDDERS shall include \$500/1000 material cost allowance)	(13,915)
4	Metals / Gutters / Flashing	(13,080)
5	Rough Carpentry	(27,988)
6	Finish Carpentry	(4,620)
7	Waterproofing / siding	(46,120)
8	Insulation	(24,893)

9	Roofing	(7,187)
10	Sheet Metal	
11	Doors	(11,976)
12	Windows	(16,718)
13	Glass	
14	Drywall	(10,587)
15	Resilient Flooring (All)	(13,031)
16	Painting	(7,232)
17	Specialties	
18	Special Equipment	(2,045)
19	Cabinets	(5,883)
20	Appliances / Installed	(2,000)
21	Furniture (See sheet 7)	
22	Plumbing	(10,857)
23	HVAC	(13,552)
24	Electrical	(18,414)
25	Earth Work	(2,200)
26	Site Utilities	
27	Road & Walks	
28	Site Improvements/Signs	(1,000)
29	General Requirements / Permits bonds, I.T.S., taxes	(24,137)
TOTAL BID PRICE* (Items 1 through 29)		\$ 213,536

*BIDDER shall note that the apparent low bidder shall be determined by the Total BASE BID Price of Items 1 through 29.

The total sum of the BASE BID Items 1 through 29 shall be the basis upon which the Contract shall be awarded to the lowest responsive, responsible bidder. The BASE BID amount shall be written both in words below and numerically above. In case of a discrepancy, amount shown in words will govern. THE BIDDER'S TOTAL SUM BASE BID FOR ITEMS 1 THROUGH 29 IS:

Two hundred thirteen thousand five hundred thirty six ^{six} DOLLARS
 AND No Cents CENTS (\$ 213,536. -)

*BIDDER shall note that the Contract apparent low bidder shall be determined by the Total Lump Sum BASE BID Price.

ALTERNATE BIDS

<u>Item No.</u>	<u>Item</u>	<u>Total</u>
A1	A deduct to not construct the back 14' of the building on new foundation. Office on left to be removed and storage room on right to be 14' shorter.	<u>(27,985)</u>

Note: Alternate Bids will not be used in award of Contract. Deductive Alternate Bids, which shall reduce price, shall be shown in parentheses.

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP2	Concrete Walks	SF	\$ _____

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP5	No. 2 Stone Fill Watered Complete in Place	CY	\$ _____
UP6	Sod	SY	\$ _____
UP7	DGA Fill Compacted in Place	CY	\$ _____
UP8	Ceramic Tile (walls)	SF	\$ <u>5.99</u>
UP9	Resilient Tile (floor)	SF	\$ _____
UP10	Electric Wall Receptacles with Required Wiring	EA	\$ <u>55.-</u>
UP11	Phone Outlets with Wiring	EA	\$ <u>45.-</u>
UP12	Brick (\$500/100/ Material Allowance)	per 1,000	\$ <u>1,000 w/labor</u>

**BIDDER shall note that the above Unit Price Bids are intended to be used ONLY if/when additional work is added to the BASE BID Project. These unit prices will not be used to adjust quantities or price for the work in the BASE BID as shown on the Plans and described in the Specifications.

The Contract shall be awarded to the lowest responsive, responsible Total Lump Sum BASE BID.

Base Bid Method of Payment shall be by lump sum based upon an approved estimated percentage complete of each bid item. Contractor should review the Standard Details and the Specifications, especially the Special Conditions, when bidding this project.

The above prices shall include all labor, materials, excavation, permitting, shoring, removal, clean up, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, complete in place.

Greg's Framing LLC / Larry Mutholland GC LLC 3-1-17
 (Bidder) (Date)

By Greg Owens president (Title)

606-202-3463 gregowens_4 Framing@hotmail.com
 (Phone Number & E-mail)

292 Old Ribolt Rd Tolleboro, Ky 40389
 (Business Address)

BID SCHEDULE

Proposal of R.J. CONSTRUCTION INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of KENTUCKY doing business as General Contractor to the Western Lewis-Rectorville Water & Gas District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of New Office Building - Western Lewis-Rectorville Water & Gas District in strict accordance with the Contract Documents; within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day that the work remains incomplete after the expiration date of the contract.

BIDDER acknowledges receipt of the following Addenda:

Addendum No. 1 24-17 Addendum No. _____ Addendum No. _____

The BIDDER hereby proposes to furnish and do all that is required by the contract to which this refers for the construction of all structures listed at the prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct).

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

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in pursuance of and subject to all terms and conditions of the Instructions to Bidders, the Construction Contract, the Technical Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this proposal is a certified check or standard bid bond (5% of the Total Bid) in the sum of Thirteen thousand eight hundred seventy eight dollars and SIXTY FIVE cents (\$13,878.85) in accordance with the Instructions to Bidders.

The undersigned BIDDER agrees to execute the contract and Performance and Payment Bond for the amount of the total of this bid within 10 calendar days from the date when the written Notice of Award of the contract is delivered to him at the address given in this proposal. The name and address of the corporate surety with which the BIDDER proposes to furnish the specified Performance and Payment Bond is as follows:

GREAT AMERICAN INSURANCE COMPANY
301 E. FOURTH ST.
CINCINNATI, OH. 45202

All the various phases of work enumerated in the Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for the Construction Contract.

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

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bids shall include sales tax and all other applicable taxes and fees.

The BIDDER is strongly encouraged to closely review the Special Conditions and Instructions to Bidders. Submittal of Bid shall constitute acknowledgement by the Bidder of the contents of these sections.

BID SCHEDULE

BASE BID

<u>No.</u>	<u>Line item</u>	<u>Bid Price</u>
1	Concrete	<u>8,440.00</u>
2	Block Masonry	<u>1,320.00</u>
3	Brick Masonry (All BIDDERS shall include \$500/1000 material cost allowance)	<u>17,500.00</u>
4	Metals	<u>700.00</u>
5	Rough Carpentry	<u>39,584.00</u>
6	Finish Carpentry	<u>33,431.00</u>
7	Waterproofing	<u>400.00</u>
8	Insulation	<u>3,180.00</u>

9	Roofing	8,295.00
10	Sheet Metal	0
11	Doors	12,200.00
12	Windows	20,611.00
13	Glass	0
14	Drywall	11,800.00
15	Resilient Flooring	12,698.00
16	Painting	8,000.00
17	Specialties	0
18	Special Equipment	0
19	Cabinets	7,053.00
20	Appliances	575.00
21	Furniture (See sheet 7)	0
22	Plumbing	17,750.00
23	HVAC	23,587.00
24	Electrical	25,100.00
25	Earth-Work	1,100.00
26	Site Utilities	0
27	Road & Walks	0
28	Site Improvements/Signs	1,000.00
29	General Requirements	23,347.00

TOTAL BID PRICE* (Items 1 through 29) \$ 277,577.00

*BIDDER shall note that the apparent low bidder shall be determined by the Total BASE BID Price of Items 1 through 29.

The total sum of the BASE BID Items 1 through 29 shall be the basis upon which the Contract shall be awarded to the lowest responsive, responsible bidder. The BASE BID amount shall be written both in words below and numerically above. In case of a discrepancy, amount shown in words will govern. THE BIDDER'S TOTAL SUM BASE BID FOR ITEMS 1 THROUGH 29 IS:

TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS

AND NO CENTS (\$ 277,577.00)

*BIDDER shall note that the Contract apparent low bidder shall be determined by the Total Lump Sum BASE BID Price.

ALTERNATE BIDS

<u>Item No.</u>	<u>Item</u>	<u>Total</u>
A1	A deduct to not construct the back 14' of the building on new foundation. Office on left to be removed and storage room on right to be 14' shorter.	\$ <u>58,900.00</u>

Note: Alternate Bids will not be used in award of Contract. Deductive Alternate Bids, which shall reduce price, shall be shown in parentheses.

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP2	Concrete Walks	SF	\$ <u>6.00</u>

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP5	No. 2 Stone Fill Watered Complete in Place	CY	\$ <u>30.00</u>
UP6	Sod	SY	\$ <u>87.00</u>
UP7	DGA Fill Compacted in Place	CY	\$ <u>30.00</u>
UP8	Ceramic Tile (walls)	SF	\$ <u>7.25</u>
UP9	Resilient Tile (floor)	SF	\$ <u>4.80</u>
UP10	Electric Wall Receptacles with Required Wiring	EA	\$ <u>180.00</u>
UP11	Phone Outlets with Wiring	EA	\$ <u>180.00</u>
UP12	Brick (\$500/100/ Material Allowance)	per 1,000	\$ <u>1,400.00</u>

**BIDDER shall note that the above Unit Price Bids are intended to be used ONLY if/when additional work is added to the BASE BID Project. These unit prices will not be used to adjust quantities or price for the work in the BASE BID as shown on the Plans and described in the Specifications.

The Contract shall be awarded to the lowest responsive, responsible Total Lump Sum BASE BID.

Base Bid Method of Payment shall be by lump sum based upon an approved estimated percentage complete of each bid item. Contractor should review the Standard Details and the Specifications, especially the Special Conditions, when bidding this project.

The above prices shall include all labor, materials, excavation, permitting, shoring, removal, clean up, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, complete in place.

RJ CONSTRUCTION, INC 3-1-2017
 (Bidder) (Date)

By William Kay Jordan / PRESIDENT
 (Title)

(606) 796-3014 rjconstruct@yahoo.com
 (Phone Number & E-mail)

61 CONSTRUCTION LN. VANCEBURG, KY 41179
 (Business Address)

BID SCHEDULE

Proposal of R.J. CONSTRUCTION INC. (hereinafter called "BIDDER"), organized and existing under the laws of the State of KENTUCKY doing business as General Contractor to the Western Lewis-Rectorville Water & Gas District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of New Office Building - Western Lewis-Rectorville Water & Gas District in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below:

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day that the work remains incomplete after the expiration date of the contract.

BIDDER acknowledges receipt of the following Addenda:

Addendum No. 1 2-4-17 Addendum No. _____ Addendum No. _____

The BIDDER hereby proposes to furnish and do all that is required by the contract to which this refers for the construction of all structures listed at the prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct).

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

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in pursuance of and subject to all terms and conditions of the Instructions to Bidders, the Construction Contract, the Technical Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this proposal is a certified check or standard bid bond (5% of the Total Bid) in the sum of Thirteen thousand, eight hundred seventy eight dollars and EIGHTY FIVE cents (\$13,878.85) in accordance with the Instructions to Bidders.

The undersigned BIDDER agrees to execute the contract and Performance and Payment Bond for the amount of the total of this bid within 10 calendar days from the date when the written Notice of Award of the contract is delivered to him at the address given in this proposal. The name and address of the corporate surety with which the BIDDER proposes to furnish the specified Performance and Payment Bond is as follows:

GREAT AMERICAN INSURANCE COMPANY
301 E. FOURTH ST.
CINCINNATI, OH. 45202

All the various phases of work enumerated in the Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for the Construction Contract.

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

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bids shall include sales tax and all other applicable taxes and fees.

The BIDDER is strongly encouraged to closely review the Special Conditions and Instructions to Bidders. Submittal of Bid shall constitute acknowledgement by the Bidder of the contents of these sections.

BID SCHEDULE

BASE BID

<u>No.</u>	<u>Line Item</u>	<u>Bid Price</u>
1	Concrete	8,440.00
2	Block Masonry	1,320.00
3	Brick Masonry (All BIDDERS shall include \$500/1000 material cost allowance)	17,500.00
4	Metals	700.00
5	Rough Carpentry	39,584.00
6	Finish Carpentry	33,431.00
7	Waterproofing	400.00
8	Insulation	3,180.00

9	Roofing	8,295.00
10	Sheet Metal	0
11	Doors	12,200.00
12	Windows	20,611.00
13	Glass	0
14	Drywall	11,800.00
15	Resilient Flooring	12,698.00
16	Painting	8,000.00
17	Specialties	0
18	Special Equipment	0
19	Cabinets	7,053.00
20	Appliances	575.00
21	Furniture (See sheet 7)	0
22	Plumbing	17,750.00
23	HVAC	23,587.00
24	Electrical	25,100.00
25	Earth Work	1,100.00
26	Site Utilities	0
27	Road & Walks	0
28	Site Improvements/Signs	1,000.00
29	General Requirements	23,347.00

TOTAL BID PRICE* (Items 1 through 29) \$ 277,577.00

*BIDDER shall note that the apparent low bidder shall be determined by the Total BASE BID Price of Items 1 through 29.

The total sum of the BASE BID Items 1 through 29 shall be the basis upon which the Contract shall be awarded to the lowest responsive, responsible bidder. The BASE BID amount shall be written both in words below and numerically above. In case of a discrepancy, amount shown in words will govern. THE BIDDER'S TOTAL SUM BASE BID FOR ITEMS 1 THROUGH 29 IS:

TWO HUNDRED SEVENTY SEVEN THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS
 AND NO CENTS (\$ 277,577.00)

*BIDDER shall note that the Contract apparent low bidder shall be determined by the Total Lump Sum BASE BID Price.

ALTERNATE BIDS

<u>Item No.</u>	<u>Item</u>	<u>Total</u>
A1	A deduct to not construct the back 14' of the building on new foundation. Office on left to be removed and storage room on right to be 14' shorter.	\$ <u>58,900.00</u>

Note: Alternate Bids will not be used in award of Contract. Deductive Alternate Bids, which shall reduce price, shall be shown in parentheses.

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP2	Concrete Walks	SF	\$ <u>6.00</u>

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP5	No. 2 Stone Fill Watered Complete in Place	CY	\$ <u>30.00</u>
UP6	Sod	SY	\$ <u>87.00</u>
UP7	DGA Fill Compacted in Place	CY	\$ <u>30.00</u>
UP8	Ceramic Tile (walls)	SF	\$ <u>7.25</u>
UP9	Resilient Tile (floor)	SF	\$ <u>4.80</u>
UP10	Electric Wall Receptacles with Required Wiring	EA	\$ <u>180.00</u>
UP11	Phone Outlets with Wiring	EA	\$ <u>180.00</u>
UP12	Brick (\$500/100' Material Allowance)	per 1,000	\$ <u>1,400.00</u>

**BIDDER shall note that the above Unit Price Bids are intended to be used ONLY if/when additional work is added to the BASE BID Project. These unit prices will not be used to adjust quantities or price for the work in the BASE BID as shown on the Plans and described in the Specifications.

The Contract shall be awarded to the lowest responsive, responsible Total Lump Sum BASE BID.

Base Bid Method of Payment shall be by lump sum based upon an approved estimated percentage complete of each bid item. Contractor should review the Standard Details and the Specifications, especially the Special Conditions, when bidding this project.

The above prices shall include all labor, materials, excavation, permitting, shoring, removal, clean up, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, complete in place.

RJ CONSTRUCTION, INC 3-1-2017
 (Bidder) (Date)

By William Ralph Jordan / PRESIDENT
 (Title)

(606) 796-3014 rjconstruct@yahoo.com
 (Phone Number & E-mail)

61 CONSTRUCTION LN. VANCEBURG, KY 41179
 (Business Address)

BID SCHEDULE

Proposal of Tilton Excavating, Inc. (hereinafter called "BIDDER"), organized and existing under the laws of the State of Ky doing business as Individual to the Western Lewis-Rectorville Water & Gas District (hereinafter called "OWNER").

In compliance with your Advertisement for Bids, BIDDER hereby proposes to perform all work for the construction of New Office Building - Western Lewis-Rectorville Water & Gas District in strict accordance with the Contract Documents, within the time set forth therein, and at the prices stated below.

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

BIDDER hereby agrees to commence work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete the project within 120 consecutive calendar days thereafter. BIDDER further agrees to pay as liquidated damages, the sum of \$1,000.00 for each consecutive calendar day that the work remains incomplete after the expiration date of the contract.

BIDDER acknowledges receipt of the following Addenda:

Addendum No. 1 Addendum No. _____ Addendum No. _____

The BIDDER hereby proposes to furnish and do all that is required by the contract to which this refers for the construction of all structures listed at the prices shown for each bid item on the following Bid Schedule. (The Bid Schedule attached lists the various divisions of construction contemplated in the Plans and Specifications, together with an estimate of the units of each. With these units as the basis, the BIDDER will extend each item, using the cost he inserts in the unit column. Any total cost found inconsistent with the unit cost when the bids are examined will be deemed in error and corrected to agree with the unit cost which shall be considered correct).

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

The undersigned BIDDER does hereby declare and stipulate that this proposal is made in pursuance of and subject to all terms and conditions of the Instructions to Bidders, the Construction Contract, the Technical Specifications, and the Plans pertaining to the work to be done, all of which have been examined by the undersigned.

Accompanying this proposal is a certified check or standard bid bond (5% of the Total Bid) in the sum of Sixteen Thousand Three Hundred Twelve dollars and Fifty cents (\$ 16,312.50) in accordance with the Instructions to Bidders.

Time allowance for completion of the Contract is 120 consecutive calendar days.

If forwarded by mail, the sealed envelope containing the proposal must be enclosed in another envelope and mailed to the Western Lewis-Rectorville Water & Gas District, 8044 KY 3161, Maysville, KY 41056 allowing sufficient time for such mailing to reach this address prior to the scheduled closing time for the receipt of proposals.

Bids shall be accompanied by a certified check or bid bond payable to the Western Lewis-Rectorville Water & Gas District in an amount not less than five percent (5%) of the base bid. No bidder may withdraw his bid for a period of ninety (90) days after the date bids are opened. He may, however, withdraw his bid at any time prior to the time and date scheduled for opening of same or any authorized postponement thereof. Any bid received after the time and date specified will not be considered and will be returned unopened to the bidder.

The Western Lewis-Rectorville Water & Gas District reserves the right to reject any and all bids and to waive formalities and any bid that is obviously unbalanced or incomplete may be rejected.

Bidders must comply with the President's Executive Order Nos. 11246 and 11375, which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Anti-Kickback Act, Section 3 Segregated Facilities, Section 109 and the Contract Work Hours Standard Act.

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

Federal law prohibits discrimination on the grounds of race, color, national origin, religion, age, handicap, and sex in this project. Minority firms are particularly encouraged to participate.

John Thomas, Jr. - Chairman

The undersigned BIDDER agrees to execute the contract and Performance and Payment Bond for the amount of the total of this bid within 10 calendar days from the date when the written Notice of Award of the contract is delivered to him at the address given in this proposal. The name and address of the corporate surety with which the BIDDER proposes to furnish the specified Performance and Payment Bond is as follows:

United Fire & Casualty Company
118 Second Avenue SE
Cedar Rapids, IA 52401

All the various phases of work enumerated in the Technical Specifications with their individual jobs and overhead, whether specifically mentioned, included by implication or appurtenant thereto, are to be performed by the Contractor under one of the items listed in the Bid Schedule, irrespective of whether it is named in said list.

Payment for work performed will be in accordance with the Bid Schedule, subject to changes as provided for the Construction Contract.

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

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of 90 calendar days after the scheduled closing time for receiving bids.

Bids shall include sales tax and all other applicable taxes and fees.

The BIDDER is strongly encouraged to closely review the Special Conditions and Instructions to Bidders. Submittal of Bid shall constitute acknowledgement by the Bidder of the contents of these sections.

BID SCHEDULE

BASE BID

<u>No.</u>	<u>Line Item</u>	<u>Bid Price</u>
1	Concrete	4,000
2	Block Masonry	2,750
3	Brick Masonry (All BIDDERS shall include \$500/1000 material cost allowance)	35,000
4	Metals	3,000
5	Rough Carpentry	58,000
6	Finish Carpentry	120,000
7	Waterproofing	5,000
8	Insulation	5,000

9	Roofing	10,000
10	Sheet Metal	2,500
11	Doors	10,000
12	Windows	18,000
13	Glass	10,000
14	Drywall	12,000
15	Resilient Flooring	10,500
16	Painting	5,000
17	Specialties	2,500
18	Special Equipment	5,000
19	Cabinets	5,000
20	Appliances	3,000
21	Furniture (See sheet 7)	0
22	Plumbing	6,000
23	HVAC	20,000
24	Electrical	15,000
25	Earth Work	2,000
26	Site Utilities	2,000
27	Road & Walks	2,500
28	Site Improvements/Signs	2,500
29	General Requirements	10,000

TOTAL BID PRICE* (Items 1 through 29) \$ 326,250

*BIDDER shall note that the apparent low bidder shall be determined by the Total BASE BID Price of Items 1 through 29.

The total sum of the BASE BID Items 1 through 29 shall be the basis upon which the Contract shall be awarded to the lowest responsive, responsible bidder. The BASE BID amount shall be written both in words below and numerically above. In case of a discrepancy, amount shown in words will govern. THE BIDDER'S TOTAL SUM BASE BID FOR ITEMS 1 THROUGH 29 IS:

Three Hundred Twenty Six Thousand Two Hundred Fifty DOLLARS
 AND Zero CENTS (\$ 326,250)

*BIDDER shall note that the Contract apparent low bidder shall be determined by the Total Lump Sum BASE BID Price.

ALTERNATE BIDS

<u>Item No.</u>	<u>Item</u>	<u>Total</u>
A1	A deduct to not construct the back 14' of the building on new foundation; Office on left to be removed and storage room on right to be 14' shorter.	\$ <u>40,000</u>

Note: Alternate Bids will not be used in award of Contract. Deductive Alternate Bids, which shall reduce price, shall be shown in parentheses.

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP2	Concrete Walks	SF	\$ <u>25.00</u>

UNIT PRICE BIDS**

<u>Item No.</u>	<u>Item</u>	<u>Unit</u>	<u>Unit Price</u>
UP5	No. 2 Stone Fill Watered Complete in Place	CY	\$ <u>100</u>
UP6	Sod	SY	\$ <u>20</u>
UP7	DGA Fill Compacted in Place	CY	\$ <u>100</u>
UP8	Ceramic Tile (walls)	SF	\$ <u>50</u>
UP9	Resilient Tile (floor)	SF	\$ <u>7.50</u>
UP10	Electric Wall Receptacles with Required Wiring	EA	\$ <u>100</u>
UP11	Phone Outlets with Wiring	EA	\$ <u>100</u>
UP12	Brick (\$500/100/ Material Allowance)	per 1,000	\$ <u>2,000</u>

**BIDDER shall note that the above Unit Price Bids are intended to be used ONLY if/when additional work is added to the BASE BID Project. These unit prices will not be used to adjust quantities or price for the work in the BASE BID as shown on the Plans and described in the Specifications.

The Contract shall be awarded to the lowest responsive, responsible Total Lump Sum BASE BID.

Base Bid Method of Payment shall be by lump sum based upon an approved estimated percentage complete of each bid item. Contractor should review the Standard Details and the Specifications, especially the Special Conditions, when bidding this project.

The above prices shall include all labor, materials, excavation, permitting, shoring, removal, clean up, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for, complete in place.

Tilton Excavating LLC 2-28-17
(Bidder) (Date)

By Wayman Tilton Member, Manager
(Title)

606-782-5039 Waymantilton@yahoo.com
(Phone Number & E-mail)

838 Tilton Lane, Mt. Olivet, Ky 41064
(Business Address)

Attachment #3



Western Lewis Rectorville Water & Gas District
Office Building
Bid Date: March 1, 2017 AT 2:00 PM local time

Project: 4259.00
Date: 2/1/2007
Engineer: BGB
Page: 1

BASE BID				Greg's Framing		R. J. Construction Inc.		Tilton Excavating, LLC	
ITEM No.	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Concrete	1	LS	\$4,719.00	\$4,719.00	\$8,440.00	\$8,440.00	\$4,000.00	\$4,000.00
2	Block Masonry	1	LS	\$1,382.00	\$1,382.00	\$1,320.00	\$1,320.00	\$2,750.00	\$2,750.00
3	Brick Masonry (All BIDDERS shall include \$500/1000 material cost allowance)	1	LS	\$13,915.00	\$13,915.00	\$17,500.00	\$17,500.00	\$35,000.00	\$35,000.00
4	Metals	1	LS	\$3,080.00	\$3,080.00	\$700.00	\$700.00	\$3,000.00	\$3,000.00
5	Rough Carpentry	1	LS	\$27,988.00	\$27,988.00	\$39,584.00	\$39,584.00	\$58,000.00	\$58,000.00
6	Finish Carpentry	1	LS	\$4,620.00	\$4,620.00	\$33,431.00	\$33,431.00	\$60,000.00	\$60,000.00
7	Waterproofing	1	LS	\$6,120.00	\$6,120.00	\$400.00	\$400.00	\$5,000.00	\$5,000.00
8	Insulation	1	LS	\$4,893.00	\$4,893.00	\$3,180.00	\$3,180.00	\$5,000.00	\$5,000.00
9	Roofing	1	LS	\$7,187.00	\$7,187.00	\$8,295.00	\$8,295.00	\$10,000.00	\$10,000.00
10	Sheet Metal	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
11	Doors	1	LS	\$11,976.00	\$11,976.00	\$12,200.00	\$12,200.00	\$10,000.00	\$10,000.00
12	Windows	1	LS	\$16,718.00	\$16,718.00	\$20,611.00	\$20,611.00	\$18,000.00	\$18,000.00
13	Glass	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$10,000.00	\$10,000.00
14	Drywall	1	LS	\$10,587.00	\$10,587.00	\$11,800.00	\$11,800.00	\$12,000.00	\$12,000.00
15	Resient Flooring	1	LS	\$13,031.00	\$13,031.00	\$12,698.00	\$12,698.00	\$10,500.00	\$10,500.00
16	Painting	1	LS	\$7,232.00	\$7,232.00	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00
17	Specialties	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
18	Special Equipment	1	LS	\$2,045.00	\$2,045.00	\$0.00	\$0.00	\$5,000.00	\$5,000.00
19	Cabinets	1	LS	\$5,883.00	\$5,883.00	\$7,053.00	\$7,053.00	\$5,000.00	\$5,000.00
20	Appliances	1	LS	\$2,000.00	\$2,000.00	\$575.00	\$575.00	\$3,000.00	\$3,000.00
21	Furniture	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
22	Plumbing	1	LS	\$10,857.00	\$10,857.00	\$17,750.00	\$17,750.00	\$6,000.00	\$6,000.00
23	HVAC	1	LS	\$13,552.00	\$13,552.00	\$23,587.00	\$23,587.00	\$20,000.00	\$20,000.00
24	Electrical	1	LS	\$18,414.00	\$18,414.00	\$25,100.00	\$25,100.00	\$15,000.00	\$15,000.00
25	Earth Work	1	LS	\$2,200.00	\$2,200.00	\$1,100.00	\$1,100.00	\$2,000.00	\$2,000.00
26	Site Utilities	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,000.00	\$2,000.00
27	Road & Walks	1	LS	\$0.00	\$0.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00
28	Site Improvements/Signs	1	LS	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
29	General Requirements	1	LS	\$24,137.00	\$24,137.00	\$23,347.00	\$23,347.00	\$10,000.00	\$10,000.00
BID TOTALS:				\$213,636.00	\$213,636.00	\$277,871.00	\$277,871.00	\$10,000.00	\$10,000.00

ALTERNATE BID				Greg's Framing		R. J. Construction Inc.		Tilton Excavating, LLC	
A1	A deduct to not construct the back 14' of the building on new foundation. Office on left to be removed and storage room on right to be 14' shorter.	1	LS	\$27,985.00	\$27,985.00	\$58,900.00	\$58,900.00	\$40,000.00	\$40,000.00

UNIT PRICE BID				Greg's Framing		R. J. Construction Inc.		Tilton Excavating, LLC	
UP2	Concrete Walks	1	SF	\$0.00	\$0.00	\$6.00	\$6.00	\$25.00	\$25.00
UP5	No. 2 Stone Fill Watered Complete in Place	1	CY	\$0.00	\$0.00	\$30.00	\$30.00	\$100.00	\$100.00
UP6	Sod	1	SY	\$0.00	\$0.00	\$87.00	\$87.00	\$20.00	\$20.00
UP7	DGA Fill Compacted in Place	1	CY	\$0.00	\$0.00	\$30.00	\$30.00	\$100.00	\$100.00
UP8	Ceramic Tile (walls)	1	SF	\$5.00	\$5.00	\$7.25	\$7.25	\$50.00	\$50.00
UP9	Resilient Tile (floor)	1	SF	\$0.00	\$0.00	\$4.80	\$4.80	\$7.50	\$7.50
UP10	Electric Wall Recesses	1	EA	\$55.00	\$55.00	\$180.00	\$180.00	\$100.00	\$100.00
UP11	Phone Outlets with Wiring	1	EA	\$45.00	\$45.00	\$180.00	\$180.00	\$100.00	\$100.00
UP12	Brck (\$500/1000 Material Allowance)	1		\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$2,000.00	\$2,000.00

Signed:

Brandon G. Baxter
Brandon G. Baxter, P.E.
Kentucky PE No. 30324
P:\engr\4259\Bidding\Bid Tab.xls



Denotes a corrected arithmetic error from the Bidding Document

Attachment #4

Western Lewis-Rectorville Water & Gas



OFFICE
8044 KY 3161
Maysville, KY 41056
(606) 742-0014
(606) 742-0015
1-800-230-5740
(606) 742-0016 Fax

TTD/DEAF, HARD OF HEARING
SPEECH IMPAIRED PERSONS
CALL 711
TTY USERS CALL
1-800-648-6056
NON-TTY USERS CALL
1-800-648-6057

WATER
TREATMENT PLANT
8012 Kennedy Creek Rd
Maysville, KY 41056
(606) 564-4449
(606) 564-4414 Fax



COMMISSIONERS MEETING

March 7, 2017

The regular WLR commissioners meeting was called to order at 9:00 AM at Tollesboro Fire Department by Chairman John Thomas Jr.. Present at the meeting were Bob Applegate, Jerry Johnson, Terry Thomas, Chad Clark, Laura Bradford, Brandon Baxter with HMB, and one guest.

Terry Thomas read minutes from previous meeting. No corrections made. Motion made to accept as read by Bob Applegate 2nd by Jerry Johnson. All in favor. Motion carried.

Bob Applegate reviewed financial reports with the board. All accounts were reviewed. No corrections made. Motion made to accept as read by Terry Thomas 2nd by Jerry Johnson. All in favor. Motion carried.

Chad explained that bids were open March 1, 2017. The contract was awarded to Greg's Framing with the lowest bid of \$213, 536.00. Motion made to award Greg's Framing with the reconstruction of the office by bob Applegate 2nd by Terry Thomas. All in favor. Motion carried.

Chad explained that water production has decreased at the water plant since the tie into Greater Fleming on Sullivan Ridge. Chad is going to try and decrease Greater Fleming production and increase plant production.

Motion made to adjourn meeting by Terry Thomas 2nd by Bob Applegate. All in favor. Motion carried.