

Case No. 2024-00386
Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-1:

Confirm there will be no rate increase related to the construction of the clearwell due to either additional debt service or operating expenses.

Response: CLWD confirms that it does not anticipate a rate increase related to the construction of the clearwell due to either additional debt service or operating expenses

Witness: Tim Thomas

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Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-2:

State whether Crittenden-Livingston District anticipates continued customer growth in the area and provide the basis for that statement, including but not limited to studies or other similar data. If growth is anticipated to continue, explain whether the 300,000-gallon clearwell would have enough capacity to support the predicted customer growth in the area.

Response: CLWD does not have formal projections, but CLWD is kept informed of planned developments throughout its service area, including users that will be served by its wholesale customers. Most of the growth has been and continues to be seen in the Grand Rivers area. New tourist destinations are planned, as are additional multi-unit condominium developments that will be utilized most heavily during the summer season on Kentucky Lake and Lake Barkley. The largest current development underway which just begun earthwork is the Wyndham Resorts development with 20 cottages, a 60-room hotel, two restaurants, two bars, a 100-slip marina, a wedding event area, and 40 residential lots. Grand Rivers is also adding a bourbon and moonshine distillery, according to its building and zoning department. These will all increase summer peak demand, but will be mostly seasonal. CLWD's plant currently runs on a 24-hour basis and peak demand at times is in excess of 95 percent of design capacity. As pump efficiency is slightly diminished due to age, it unlikely that actual full design capacity is attainable. Other than large main breaks and other unusual events, annual peak user demand usually coincides with a summer holiday or weekend. The Livingston County Hospital in Salem has announced a major expansion, but it is unclear at this time how this will impact water use.

The clearwell will not increase actual treatment capacity but will provide an increment of additional water storage providing a buffer to help meet peak demand for short periods of time. Adding the clearwell is an interim measure prior to a more comprehensive plant expansion, and

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will not itself address growth. The additional clearwell will support, and be incorporated into, the anticipated comprehensive capacity expansion. Design for the full expansion is underway with engineering costs being paid for out of the House Bill 1 grant.

Witness: Tim Thomas

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Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-3:

Confirm if the 300,000-gallon clearwell will have a large enough capacity to alleviate the water shortage in the city of Marion during peak demand periods. If not confirmed, explain.

Response: CLWD anticipates that it would only be called upon to assist Marion in the hottest months of July through September when Marion's reservoir typically shows decreasing levels. CLWD believes it could supply 100,000 to 140,000 gallons per day of Marion's approximately 200,000 gallon per day needs. Marion would have to produce the remaining water it needed.

Witness: Tim Thomas

Case No. 2024-00386
Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-4:

State whether Crittenden-Livingston District has issued its request for proposals (RFP) for construction of the clearwell. Provide a copy of the RFP, the responses as well as the evaluation criteria and results of the evaluation of the RFPs. If Crittenden-Livingston District has not issued its RFP, consider this an ongoing request, and provide a copy when it has been completed.

Response: CLWD advertised for bids on January 9, and has not yet received responses. A copy of the RFP is included. Evaluation Criteria and Results will be provided after proposals are received and scored.

Witness: Tim Thomas

**CONTRACT DOCUMENTS GUIDE
FOR
KCDBG FUNDED CONSTRUCTION PROJECTS**

**WATER TREATMENT PLANT EXPANSION
PHASE I (CLEARWELL)**

FOR

**CRITTENDEN-LIVINGSTON
WATER UTILITY DISTRICT**

Salem, Kentucky

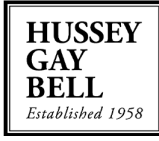


SEPTEMBER 2024

Prepared By:

HUSSEY GAY BELL
— *Established 1958* —

**4117 HILLSBORO PIKE, SUITE 206
NASHVILLE, TENNESSEE 37215**



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON WATER UTILITY DISTRICT**

CONTRACT DOCUMENTS GUIDE

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*The contract document must include all the items contained in the bid package as well as an executed contract, bid proposal, executed contractor certifications and executed bond and insurance forms.



**WATER TREATMENT PLANT EXPANSION - PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

II. Advertisement for Bids

Project No. 924101005 Date of Ad: January 2, 2025

CRITTENDEN-LIVINGSTON WATER UTILITY DISTRICT
(Owner)

Separate sealed bids for CDBG WATER TREATMENT PLANT EXPANSION - PHASE I (CLEARWELL)

Will be received by CRITTENDEN-LIVINGSTON WATER UTILITY DISTRICT at the office of
620 EAST MAIN STREET, SALEM, KENTUCKY 42078

until 11:00 a.m. (CST) on January 23, 2025, and then at said office publicly opened and read aloud.

The Information for Bidders, Form of Bid, Form of Contract, Plans, Specifications and Forms of Bid Bond, Performance and Payment Bond, and other contract documents may be examined at the following:

Hussey Gay Bell - Nashville, LLC; 4117 Hillsboro Pike, Suite 206; Nashville, Tennessee 37215

Quest CDN Plan Room Online

Copies may be obtained at the office of Hussey Gay Bell - Nashville, LLC located at 4117 Hillsboro Pike, Suite 206; Nashville, Tennessee 37215, upon payment of \$50.00 for each DIGITAL set and \$100.00 for each PAPER set (non-refundable).

Each bidder must deposit with his bid, security in the amount, form and subject to the conditions provided in the Information for Bidders.

The owner reserves the right to waive any informalities or to reject any or all bids. Each bidder must deposit his bid security in the amount, form and subject to the conditions provided in the Information for Bidders.

Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract. These include Section 3, Segregated Facility, Section 109 and E.O. 11246. Further, Title VI Minority bidders are encouraged to bid.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

1-3-2025
(Date)

Tony E. Travis
(Signature)

Tony E. Travis (Acting Superintendent)
(Name, Title)



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

Advertisement for Bids (cont.)



Online Bid Documents – [QuestCDN.com](https://www.questcdn.com)

Project: City of Salem, KY – CDBG Water Treatment Plant Expansion - Phase I (Clearwell)

Quest No: 9486147

Link: <https://www.questcdn.com/cdn/posting/edit/9486147/?path=309>

Contact Information: Caroline Lewis
Admin & Permit Manager

Hussey Gay Bell – Nashville (Engineer)
4117 Hillsboro Pike, Suite 206
Nashville, Tennessee 37215

Email: clewis@husseygaybell.com

Office: (615) 460-7515

Cell: (615) 569-0772



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

III. Information for Bidders

1. Receipt and Opening of Bids:

CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT (herein called the “Owner”), invites bids on the form attached hereto, all blanks of which must be appropriately filled in. Bids will be received by the Owner at the office of 620 EAST MAIN STREET, SALEM, KENTUCKY 42078 until 11:00 o’clock a.m. CST on January 23, 2024, and then at said office publicly opened and read aloud. The envelopes containing the bids must be sealed and addressed to CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT at 620 EAST MAIN STREET, SALEM, KENTUCKY 42078 and designated as bid for the following project:

CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

The Owner may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No bidder may withdraw a bid within 60 days after the date of the opening thereof.

2. Preparation of Bid: Each bid must be submitted on the prescribed form and accompanied by Certification of Bidder Regarding Equal Employment Opportunity, Form 950.1; Certification of Bidder (Contractor) Concerning Labor Standards and Prevailing Wage Requirements, Form 1421; Certification of Bidder Regarding Section 3 and Segregated Facilities; and Contractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures, and the foregoing Certifications must be fully completed and executed when submitted.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his/her address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in the bid form.

3. Subcontracts: The bidder is specifically advised that any person, for, or other party to whom it is proposed to award a subcontract under this contract:

- a. Must be acceptable to the Owner and have current eligibility status for federal programs; and
- b. Must submit Form 950.2, Certification by Proposed Subcontractor Regarding Equal Employment Opportunity, Certification of Proposed Subcontractor Regarding Section 3 and Segregated Facilities, and Subcontractor Eligibility Certification Regarding Debarment, Suspension and Other Responsibilities. Approval of the proposed subcontract award cannot be given by the Owner unless and until the proposed subcontractor has submitted the Certifications and/or other evidence showing that it has fully complied with any reporting requirements to which it is or was subject. Although the bidder is not required to attach such Certifications by proposed subcontractors to his/her bid, the bidder is here advised of this requirement so that appropriate action can be taken to prevent subsequent delay in subcontract awards.

4. Electronic/Facsimile Modification: Any bidder may modify his/her bid by electronic or facsimile communication at any time prior to the scheduled closing time for receipt of bids, provided such communication is received by the Owner prior to the closing time, and provided further, the Owner is satisfied that a written confirmation of the electronic/facsimile modification over the signature of the bidder was mailed prior to the closing time. The communication should not reveal the bid price but should provide the addition or subtraction or other modification so that the final prices or terms will not be known by the Owner until the sealed bid is opened. If written confirmation is received within two days from the closing time, no consideration will be given to the electronic/facsimile modification.

5. Method of Bidding: The Owner invites the following bid(s):

UNIT PRICE BIDS



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

6. Qualifications of Bidder: The Owner may make such investigations as he/she deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.
7. Bid Security: Each bid must be accompanied by cash, certified check of the bidder, or a bid bond prepared on the Bid Bond Form attached hereto, duly executed by the bidder as principal and having as surety thereon a surety company approved by the Owner, in the amount of 5% of the bid. Such cash, checks or bid bonds will be returned promptly after the Owner and the accepted bidder have executed the contract, or if no award has been made within 30 days after the date of the opening of bids, upon demand of the bidder at any time thereafter, so long as he/she has not been notified of the acceptance of his/her bid.
8. Liquidated Damages for Failure to Enter into Contract: The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within 10 days after s/he has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.
9. Time of Completion and Liquidated Damages: Bidder must agree to commence work on or before a date to be specified in a written "Notice to Proceed" of the Owner and to fully complete- the project within 150 consecutive calendar days thereafter. Bidder must agree also to pay as liquidated damages, the sum of \$200.00 for each consecutive calendar day thereafter as hereinafter provided in the General Conditions.
10. Conditions of Work: Each bidder must inform him/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation to furnish all material and labor necessary to carry out the provisions of his/her contract. Insofar as possible, the contractor, in carrying out the work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.
11. Addenda and Interpretations: No interpretation of the meaning of the plans, specifications or other pre-bid documents will be made to any bidder orally.

Every request for such interpretation should be in writing addressed to Hussey Gay Bell – Nashville, LLC at 4117 Hillsboro Pike, Suite 206: Nashville, Tennessee 37215 and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed by certified mail with return receipt requested to all prospective bidders (at the respective addresses furnished for such purposes), not later than three days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his/her bid as submitted. All addenda so issued shall become part of the contract documents.
12. Security for Faithful Performance: Simultaneously with his/her delivery of the executed contract, the contractor shall furnish a surety bond or bonds as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, as specified in the General Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Owner.
13. Power of Attorney: Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

14. **Notice of Special Conditions:** Attention is particularly called to those parts of the contract documents and specifications which deal with the following:
 - a. Inspection and testing of materials.
 - b. Insurance requirements.
 - c. Wage rates.
 - d. Stated allowances.

15. **Laws and Regulations:** The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written in full.

16. **Method of Award - Lowest Qualified Bidder:** If at the time this contract is to be awarded, the lowest base bid submitted by a responsible bidder does not exceed the amount of funds then estimated by the Owner as available to finance the contract, the contract will be awarded on the base bid only. If such bid exceeds such amount, the Owner may reject all bids or may award the contract on the base bid combined with such deductible alternates applied in numerical order in which they are listed in the Form of Bid, as produces a net amount which is within the available funds. If all bids exceed funds available to finance the contract once all deductive alternatives have been applied, the owner may enter into negotiations with the three (3) lowest bidders. The only factor subject to negotiation, however, is price.

17. **Obligation of Bidder:** At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omission of any bidder to examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect of his/her bid.

18. **Safety Standards and Accident Prevention:** With respect to all work performed under this contract, the contractor shall:
 - a. Comply with the safety standards provisions of applicable Laws, building and construction codes and the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970 (Public Law 91-596), and the requirements of Title 29 of the Code of Federal Regulations, Section 1518 as published in the "Federal Register", Volume 36, No.75, Saturday, April 17, 1971.
 - b. Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - c. Maintain at his/her office or other well-known place at the job site, all articles necessary for giving first aid to the injured, and shall make standing arrangements for the immediate removal to a hospital or a doctor's care of persons (including employees), who may be injured on the job site before the employer has made a standing arrangement for removal of injured persons to a hospital or a doctor's care.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

IV. Bid Bond Form

KNOW ALL MEN BY THESE PRESENT, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto _____ as owner in the penal sum of _____ for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this _____ day of _____, 2024.

The Condition of the above obligation is such that whereas the Principal has submitted to _____ a certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the _____

Now, THEREFORE,

- a. If said Bid shall be rejected, or in the alternate; or
- b. If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid...

Then, this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety, and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bid; and said Surety does hereby waive notice of any such extension.

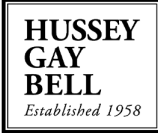
IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal

Surety

SEAL

By: _____



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

V. Bid for Unit Price Contracts

Project No. 924101005 Date _____

Place CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT; 620 EAST MAIN STREET, SALEM, KENTUCKY 42078

Proposal of _____ (hereinafter called “Bidder”)*
a corporation organized and existing under the laws of state of _____ * a partnership, or an individual
doing business as _____
to the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT (hereinafter called “Owner”)

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the _____
CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written “Notice to Proceed” of the Owner and to fully complete the project within 150 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum (insert corporation, partnership or individual as applicable):

- | | |
|-----------|-------------|
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

Bidder agrees to perform all the necessary work described in the specifications and shown on the plans, for the following unit prices:

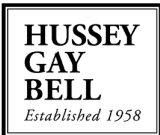
Item No.	Qty. Unit	Description	Unit Price (Each)	Total
1	1	60' dia. Steel Clearwell (300,000 gal.)	Dollars and Cents (\$ _____)	Dollars and Cents (\$ _____)
2	1	Concrete Pad & Foundation	Dollars and Cents (\$ _____)	Dollars and Cents (\$ _____)
3	1	Storage Elevation Telemetry & Low Voltage Electronics	Dollars and Cents (\$ _____)	Dollars and Cents (\$ _____)
4	2	16" Cut In Tee w/ Valve	Dollars and Cents (\$ _____)	Dollars and Cents (\$ _____)
5	100 L.F.	16" DIP Water Line	Dollars and Cents (\$ _____)	Dollars and Cents (\$ _____)
			TOTAL OF BID	(\$ _____)

(Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words will govern.)

The above unit prices shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

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 30 calendar days after the scheduled closing time for receiving bids.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By: _____
(Name, Title)

(SEAL – if bid is by a corporation)

(Business Address and Zip Code)



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

VI. Bid for Lump Sum Contracts

Project No. 924101005 Date _____

Place CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT; 620 EAST MAIN STREET, SALEM, KENTUCKY 42078

Proposal of _____ (hereinafter called "Bidder")*
a corporation organized and existing under the laws of state of _____* a partnership, or an individual
doing business as _____
to the CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT (hereinafter called "Owner")

Gentlemen:

The Bidder, in compliance with your invitation for bids for the construction of the _____
CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

Having examined the plans and specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposal project including the availability of materials and labor, hereby processes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the Owner and to fully complete the project within 150 consecutive calendar day thereafter as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of \$ 200.00 for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

Bidder acknowledges receipt of the following addendum (insert corporation, partnership or individual as applicable):

- | | |
|-----------|-------------|
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |
| No. _____ | Date: _____ |

BASE PROPOSAL: Bidder agrees to perform all the necessary work described in the specifications and shown on the plans for the sum of _____ (\$ _____)
(Amount shall be shown in both words and figures.) In case of discrepancy, the amount shown in words will govern.)



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

ALTERNATE PROPOSALS:

Alternate No. 1: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 2: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 1: _____

Deduct the sum of _____ (\$ _____)

Alternate No. 1: _____

Deduct the sum of _____ (\$ _____)

UNIT PRICES:

For changed quantities of work items from those indicated by the contract drawings upon written instructions from the architect/engineer, the following unit prices shall prevail:

- 1. _____ \$ _____
- 2. _____ \$ _____
- 3. _____ \$ _____

The above unit prices shall include labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for. Changes shall be processed in accordance with paragraph 17 (a) of the General Conditions.

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 30 calendar days after the scheduled closing time for receiving bids.

Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days and deliver a Surety Bond or Bonds as required by Paragraph 29 of the General Conditions. The bid security attached in the sum of _____ (\$ _____) is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted:

By _____
(Signature)

(SEAL – if bid is by a corporation)

(Title)

(Business Address and Zip Code)



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
 CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

VII. Certification of Bidder Regarding Equal Employment Opportunity

<p>CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY</p>
Instructions
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.</p> <p>For contracts over \$10,000, the Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract. <i>Gender identity</i> and <i>Sexual Orientation</i> have the meanings given by the Department of Labor's Office of Federal Contract Compliance Programs, and are found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.</p>
Certification by Bidder
Name and Address of Bidder (include zip code)
<p>1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</p> <p style="text-align: center;">Yes No</p>
<p>2. All required compliance reports were filed in connection with such contract or subcontract.</p> <p style="text-align: center;">Yes No</p>
<p>3. Bidder has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257)</p> <p style="text-align: center;">Yes No None Required</p>



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? <p style="text-align: center;">Yes No</p>	
5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.	
Name and Title of Signer (please type)	
Signature	Date



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

**VIII. Certification of Bidder Regarding Section 3
(Sample)**

Name of Prime Contractor

CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

Project Name

924101005

Project Number

The undersigned hereby certifies that:

- a) Section 3 provisions are included in the Contract.
- b) If bid exceeds \$100,000, a Contractor Section 3 Plan was prepared and submitted as part of the bid proceedings.

Name and Title of Signer (print or type)

Signature

Date



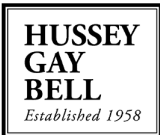
**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

**IX. Contractor Section 3 Plan
(If bid exceeds \$100,000)**

_____ (Name of Contractor) _____ agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the Town/City/County of _____.

- A. To ascertain from the locality’s CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the Section 3 Plan.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: Local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower-income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D. To insert this Section 3 plan in all bid documents, and to require all bidders on subcontracts to submit a Section 3 plan including utilization goals and the specific steps planned to accomplish these goals. *
- E. To insure that subcontract which are typically let on a negotiated rather than a bid basis in areas other than Section 3 covered project areas, are also let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area. *
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to subcontracts to be awarded.
- K. To list on Table B, all projected workforce needs for all phases of this project by occupation, trade, skill level and number of positions.

*Loans, grants, contracts and subsidies for \$100,000 or less are exempt.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

As officers and representatives of _____
(Name of Contractor)

We the undersigned have read and fully agree to this Section 3 Plan, and become a party to the full implementation of this program.

Signature

Title

Date

Signature

Title

Date



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
 CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

TABLE B
 Estimated Project Workforce Breakdown

Column 1	Column 2	Column 3	Column 4	Column 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS*
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

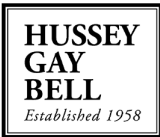
TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

TRADE:

JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS				

* Section 3 residents include low and very low income persons who live in the project area, public housing residents and persons with disabilities.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

Company

Project Name

Project Number

EEO Officer-Signature

Date



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
 CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

X. Certification by Proposed Subcontractor Regarding Equal Employment Opportunity

CERTIFICATION BY PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY	
Name of Prime Contractor	Project Number
Instructions	
<p>This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The Implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause, and if so, whether it has filed all compliance reports due under applicable instructions.</p> <p>Where the certification indicates that the subcontractor has not filed a compliance report due under applicable instructions, such subcontractor shall be required to submit a compliance report before the owner approves the subcontract or permits work to begin under the subcontract.</p> <p>For subcontracts over \$10,000, the Subcontractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. “Segregated facilities,” as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. The Subcontractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract. The Subcontractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.</p> <p><i>Gender identity</i> and <i>Sexual Orientation</i> have the meaning given by the Department of Labor’s Office of Federal Contract Compliance Programs, and are found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.</p>	
Subcontractor’s Certification	
Name and Address of Subcontractor (include zip code)	
<p>1. Subcontractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.</p> <p style="text-align: center;">Yes ___ No ___</p>	



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

2. All required compliance reports were filed in connection with such contract or subcontract. Yes___ No___	
3. Subcontractor has filed all compliance reports due under applicable instructions, including Monthly Employment Utilization Report (257) Yes___ No___ None Required___	
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended? Yes___ No___	
5. Bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained.	
Name and Title of Signer (please type)	
Signature	Date



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

XI. Certification of Proposed Subcontractor Regarding Section 3

Name of Subcontractor

CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

Project Name

924101005

Project Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract.
- (b) If bid exceeds \$100,000, a written Section 3 plan was prepared and submitted as part of the bid proceedings.

Name & Title of Signer (print or type)

Signature

Date



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

XII. Contractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements

TO (Appropriate Recipient):	DATE
C/O	PROJECT NUMBER: 924101005
	PROJECT NAME: CDBG Water Treatment Plant Expansion – Phase I (Generator)

1. The undersigned, having executed a contract with CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT for the construction of the above identified project, acknowledges that:
 - (a) The Labor Standards provisions are included in the aforesaid contract;
 - (b) Prevailing wage requirements are followed, including paying the applicable Federal wage rate by labor classification.
 - (c) Correction of any infractions of the aforesaid conditions, including infractions by any of his subcontractors and any lower tier subcontractors, is his responsibility.

2. He certifies that:
 - (a) Neither he nor any firm, partnership or association in which he has substantial interest is designated as an ineligible contractor by the Comptroller of the United States pursuant to Section 5.6(b) of the Regulations of the Secretary of Labor., Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Davis-Bacon Act, as amended (40 U.S. C. 276a-2(a)).

 - (b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designed as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

3. He agrees to obtain and forward to the aforementioned recipient within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor’s Certification Concerning Labor Standards and Prevailing Wage Requirements executed by the subcontractors.

4. He certifies that:
 - (a) The legal name and the business address of the undersigned are:



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

(b) The undersigned is:

(1) A SINGLE PROPRIETORSHIP	(3) A CORPORATION ORGANIZED IN THE STATE OF:
(2) A PARTNERSHIP	(4) OTHER ORGANIZATION (Describe)

(c) The name, title and address of the owner, partners, or officers of the undersigned are:

NAME	TITLE	ADDRESS

(d) The names and addresses of all other persons, both natural and corporate, having a substantial interest in the undersigned, and the nature of the interest are (if none, so state)

NAME	ADDRESS	NATURE OF INTENT

(e) The names, addresses and trade classifications of all other building construction contractors in which undersigned ha a substantial interest (if none, so state):

NAME	ADDRESS	TRADE CLASSIFICATION

Date _____ (Contractor)

By: _____

WARNING

U.S. Criminal Code, Section 1010, Title 18, U.S. C., provides in part: "Whoever makes, passes, utters, or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

XIII. Contract Form

THIS AGREEMENT, made this _____ day of _____, 2024, by and between _____, Herein called "Owner," (Corporate Name of Owner)

herein through its _____, and

_____ (a corporation) (a partnership)
INAPPLICABLE (an individual doing business as _____)
TERMS _____

of _____, County of _____, and State of _____ hereinafter called "Contractor"

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction as described as follows:

CDBG WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)

hereinafter called the project, for the sum of _____ Dollars (\$ _____) and all extra work in connection therewith, under the terms as stated in the

General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the Contract, the plans, which include all maps, plats, blue prints and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hussey Gay Bell – Nashville, LLC, herein entitled the Architect/Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The Contractor hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ 150 _____ consecutive calendar days thereafter. The Contractor further agrees to pay, as liquidated damages, the sum of \$ _____ 200.00 _____ for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the Contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor," of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

(Seal)
ATTEST

(Owner)



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

(Secretary)

By _____

(Witness)

(Title)

(Seal)

(Contractor)

(Secretary)

By _____

(Witness)

(Title)

(Address and Zip Code)

NOTE: Secretary of the Owner should attest. If Contractor is a corporation, Secretary should attest.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

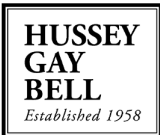
XIV. Bonding Requirements

Construction project bids estimated to exceed \$25,000 must include bidder security. An acceptable form of bidder security is a bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his/her bid, execute such contractual documents as may be required within the time specified.

Construction contracts or subcontracts exceeding \$25,000 must include:

- (a) **A performance bond on the part of the contractor for 100 percent of the contract price as it may be increased.** A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

- (b) **A payment bond on part of the contractor for 100 percent of the contract price.** A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

XV. Certificate of Owner’s Attorney

I, the undersigned, _____, the duly authorized and acting legal representative of _____, do hereby certify as follows:

I have examined the attached contract(s) and surety bonds and the manner of execution thereof, and I am of the opinion that each of the aforesaid agreements has been duly executed by the proper parties thereto acting through their duly authorized representatives; that said representatives have full power and authority to execute said agreements on behalf of the respective parties named thereon; and that the foregoing agreements constitute valid and legally binding obligations upon the parties executing the same in accordance with terms, conditions and provisions thereof.

Signature _____

Date _____



**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

XVI. General Conditions Table of Contents

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WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL) CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

XVII. General Conditions Including Federal Labor Standards Provisions

1. Contract and Contractor Documents

The project to be constructed and pursuant to this Contract will be financed with assistance from the Kentucky Community Development Block Grant Program and is subject to all applicable Federal laws and regulations.

The plans, specifications and addenda, hereinafter enumerated in Paragraph 1 of the Supplemental General Conditions on page 30, shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained herein and in said documents is solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit or cast light on the interpretation of the provisions to which they refer.

2. Definitions

The following terms as used in this contract are respectively defined as follows:

- (a) “Contractor”: A person, firm or corporation with whom the contract is made by the Owner.
- (b) “Subcontractor”: A person, firm or corporation supplying labor and materials or only labor for work at the site of the project for, and under separate contract or agreement with, the Contractor.
- (c) “Work on (at) the project”: Work to be performed at the location of the project, including the transportation of materials and supplies to or from the location of the project by employees of the Prime Contractor and any Subcontractor.

3. Additional Instructions and Detail Drawings

The Contractor will be furnished additional instructions and detail drawings as necessary to carry out the work included in the contract. The additional drawings and instructions thus supplied to the Contractor will coordinate with the Contract Documents and will be so prepared that they can be reasonably interpreted as part thereof. The Contractor shall carry out the work in accordance with the additional detail drawings and instructions. The Contractor and the Architect/Engineer will prepare jointly (a) a schedule, fixing the dates at which special detail drawings will be required, such drawings, if any, to be furnished by the Architect/Engineer in accordance with said schedule, and (b) a schedule fixing the respective dates for the submission of show drawings, the beginning of manufacture, testing and installation of materials, supplies and equipment, and the completion of the various parts of the work; each such schedule to be subjected to change from time to time in accordance with the progress of the work.

4. Shop or Setting Drawings

The Contractor shall submit promptly to the Architect/Engineer two copies of each shop or setting drawing prepared in accordance with the schedule predetermined as aforesaid. After examination of such drawings by the Architect/Engineer and the return thereof, the Contractor shall make such corrections to the drawings as have been indicated and shall furnish the Architect/Engineer with two corrected copies. If requested by the Architect/Engineer the Contractor must furnish additional copies. Regardless of corrections made in or approval given to such drawings by the Architect/Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings and for their conformity to the plans and specifications, unless he notifies the Architect/Engineer in writing of any deviations at the time he furnishes such drawings.



WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL) CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT

5. Materials, Services and Facilities

- (d) It is understood that except as otherwise specifically stated in the Contract Documents, the Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature and all other services and facilities of every nature whatsoever necessary to execute, complete and deliver the work within the specified time.
- (e) Any work necessary to be performed after regular working hours, on Sunday or Legal Holidays, shall be performed without additional expense to the Owner.

6. Contractor's Title to Materials

No materials or supplies for the work shall be purchased by the Contractor subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants that he has good title to all materials and supplies used by him in the work, free from all liens, claims or encumbrances.

7. Inspection and Testing of Materials

- (a) All materials and equipment used in the construction of the project shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. The Owner will pay for all laboratory inspection service direct, and not as a part of the Subcontract.
- (b) Materials of construction, particularly those upon which the strength and durability of the structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for uses intended.

8. "Or Equal" Clause

Whenever a material, article or piece of equipment is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard; and, any materials, article or equipment of other manufacturers and vendors which will perform adequately to the duties imposed by the general design will be considered equally acceptable provided the material, article or equipment so proposed, is, in the opinion of the Architect/Engineer, of equal substance and function. It shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

9. Copyrights and Patents

- (a) The Contractor shall hold and save the Owner and its officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of, any patented or unpatented invention, process, article or appliance manufactured or used in the performance of the Contract, including its use by the Owner, unless otherwise specifically stipulated in the Contract Documents.
- (b) License or Royalty Fees: License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable, and paid to the holder of the patent, or his authorized licensee, direct by the Owner and not by or through the Contractor.

**WATER TREATMENT PLANT EXPANSION – PHASE I (CLEARWELL)
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT**

- (c) If the contractor uses any design, device or materials covered by letters, patent or copyright, he shall provide for such use by suitable agreement with the Owner of such patented or copyrighted design, device or material. If is mutually agreed and understood, that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device or materials, in any say involved in the work. The Contactor and/or his Sureties shall indemnify and save harmless the Owner of the project from any and all claims for infringement by reason of the use of such patented or copyrighted design, device or materials or any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Owner for any cost, expense or damage which it may be obliged to pay by reason of such infringement at any time during the prosecution of the work or after completion of the work.
- (d) Any copyrightable work resulting from this Agreement is available to the author for such, but the City and the Department of Local Government reserve the option for unlimited use and license to such work. Any discovery or invention shall be reported promptly to the City and the Department of Local Government for the determination as to whether patent protection should be sought and how the rights of any patent shall be disposed of and administered in order to protect the public interest.

10. Surveys, Permits and Regulations

Unless otherwise expressly provided for in the specifications, the Owner will furnish the Contractor all surveys necessary for the execution of the work.

The Contractor shall procure and pay all permits, licenses and approvals necessary for the execution of this Subcontract.

The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.

11. Contractor's Obligations

The Contractor shall and will, in good workmanlike manner, do and perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete all the work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said specifications and in accordance with the plans and drawings covered by this Contract any and all supplemental plans and drawings, and in accordance with the directions of the Contractor and/or Architect/Engineer as given from time to time during the progress of the work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required.

The Contractor shall observe, comply with, and be subject to all terms, conditions, requirements and limitations of the Contract and specifications, and shall do, carry on and complete the entire work to the satisfaction of the Contractor, Architect/Engineer and the Owner.

12. Weather Conditions

In the event of temporary suspension of work, or during inclement weather, or whenever the Architect/Engineer shall direct, the Contractor will, and will cause his Subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Architect/Engineer, any work or materials shall have been damaged or injured by reason of failure on the part of the Contractor or any of his Subcontractors to protect his work, such materials shall be removed and replaced at the expense of the Contractor.



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13. Protection of Work and Property – Emergency

The Contractor shall at all times safely guard the Owner's property from injury or loss in connection with this Contract. He shall at all times safely guard and protect his own work, and that of adjacent property from damage. The Contractor shall replace or make good any such damage, loss or injury unless such is caused directly by errors contained in the Contract or by the Owner, or his duly authorized representatives.

In case of an emergency which threatens loss or injury of property, and/or safety of life, the Contractor will be allowed to act, without previous instructions from the Architect/Engineer, in a diligent manner. He shall notify the Architect/Engineer immediately thereafter. Any claim for compensation by the Contractor due to such extra work shall be promptly submitted to the Architect/Engineer for approval.

Where the Contractor has not taken action but has notified the Architect/Engineer of an emergency threatening injury to persons or damage to the work or any adjoining property, he shall act as instructed or authorized by the Architect/Engineer.

The amount of reimbursement claimed by the Contractor on account of any emergency action shall be determined in the manner provided in Paragraph 17 of the General Conditions.

14. Inspection

The authorized representatives and agents of the Department of Local Government and the Department of Housing and Urban Development shall be permitted to inspect all work, materials, payrolls, and records of personnel, invoices of materials and other relevant data and records.

15. Reports, Records and Data

The Contractor shall submit to the Owner such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Owner may request concerning work performed or to be performed under this Contract.

16. Superintendence by Contractor

At the site of the work the Contractor shall employ a construction superintendent or foreman who shall have full authority to act for the Contractor. It is understood that such representative shall be acceptable to the Architect/Engineer and shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

17. Changes in Work

No changes in the work covered by the approved Contract Documents shall be made without having prior written approval of the Owner. Charges or credits for the work covered by the approved change shall be determined by one or more, or a combination of the following methods:

- (a) Unit bid prices previously approved.
- (b) An agreed lump sum.
- (c) The actual cost of
 1. Labor, including foremen.
 2. Materials entering permanently into the work.



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3. The ownership or rental cost of construction plant and equipment during the time of use on the extra work.
4. Power and consumable supplies for the operation of power equipment.
5. Insurance.
6. Social Security and old age and unemployment contributions.

18. Extras

Without invalidating the Contract, the Owner may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly, and the consent of the Surety being first obtained where necessary or desirable. All the work of the kind bid upon shall be paid for at the price stipulated in the proposal, and no claims for any extra work or materials shall be allowed unless the work is ordered in writing by the Owner or its Architect/Engineer, acting officially for the Owner, and the price is stated in such order.

19. Time for Completion and Liquidated Damages

It is hereby understood and mutually agreed, by and between the Contractor and the Owner, that the date of beginning and the time for completion as specified in the contract of the work to be done hereunder are ESSENTIAL CONDITIONS of this Contract; and it is further mutually understood and agreed that the work embraced in this Contract shall be commended on a date to be specified in the "Notice to Proceed".

The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterruptedly at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.

If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified, or any proper extension thereof granted by the Owner, then the Contractor does hereby agree, as part consideration for the awarding of this Contract, to pay to the Owner the amount specified in the Contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall be in default after the time stipulated in the Contract for completing the work.

The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain and said amount shall be retained from time to time by the Owner from current periodical estimates.

It is further agreed that time is of the essence of each and every portion of this Contract and of the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the Contract an additional time is allowed for the completion of any work, the new time limit fixed by such extension shall be of the essence of this Contract. Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Owner determines that the contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner; provided, further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:

- (a) To any preference, priority or allocation order duly issued by the Government.
- (b) To unforeseeable cause beyond the control and without fault or negligence of the Contractor, including, but not restricted to, acts of God, or of the public enemy, acts of the Owner, acts of another Contractor in performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather.



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- (c) To any delays of Subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article.

Provided, further, that the Contractor shall, within ten (10) days from the beginning of such delay, unless the Owner shall grant a further period of time prior to the date of final settlement of the Contract, notify the Owner, in writing, of the causes of the delay, who shall ascertain in the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

20. Correction of Work

All work, all materials, whether incorporated in the work or not, all processes of manufacture, and all methods of construction shall be at all times and places subject to the inspection of the Architect/Engineer who shall be the final judge of the quality and suitability of the work, materials, processes of manufacture and methods of construction for the purposes for which they are used. Should they fail to meet his approval they shall be forthwith reconstructed, made good, replaced and/or corrected, as the case may be, by the Contractor at his own expense. Rejected materials shall immediately be removed from the site. If, in the opinion of the Architect/Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as in the judgment of the Architect/Engineer shall be equitable.

21. Subsurface Conditions Found Different

Should the Contractor encounter subsurface and/or latent conditions at the site materially differing from those shown on the plans or indicated in the specifications, he shall immediately give notice to the Architect/Engineer of such conditions before they are disturbed. The Architect/Engineer will thereupon promptly investigate the conditions, and if he finds that they materially differ from those shown on the plans or indicated in the specifications he will at once make such changes in the plans and/or specifications as he may find necessary, any increase or decrease of cost resulting from such changes to be adjusted in the manner provided in Paragraph 17 of the General Conditions.

22. Claims for Extra Cost

No claim for extra work or associated cost shall be allowed unless the same was done in pursuance of a written order of the Architect/Engineer approved by the Owner, as aforesaid and the claim presented with the first estimate after the changed or extra work is done. When work is performed under the terms of subparagraph 17(c) of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.

23. Right of Owner to Terminate Contract

In the event that any of the provisions of this Contract are violated by the Contractor, or by any of his Subcontractors, the Owner may serve written notice upon the Contractor and the Surety of its intention to terminate the Contract, such notices to contain the reasons for such intention to terminate the Contract, and unless within ten (10) days after the serving of such notice upon the Contractor, such violation or delay shall cease and satisfactory arrangement of correction be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate. In the event of any such termination, the Owner shall immediately serve notice thereof upon the Surety and the Contractor and the Surety shall have the right to take over and perform the Contract; provided, however, that if the Surety does not commence performance thereof within ten (10) days from the date of the mailing to such Surety of notice of termination, the Owner may take over the work and prosecute the same to completion by contract or by force account for the account and at the expense of the Contractor and the Contractor and his Surety shall be liable to the Owner for any excess cost occasioned by the Owner thereby, and in



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such event the Owner may take possession of and utilize in completing the work, such materials, appliances and plant as may be on the site of the work and necessary therefore.

The Owner may terminate this Contract at any time by giving at least ten (10) days notice in writing to the Contractor. If the Contract is terminated by the Owner as provided herein, the Contractor will be paid for the time provided and expenses incurred up to the termination date. If the Contract is terminated due to the fault of the Contractor, the above paragraph relative to termination shall apply.

24. Construction Schedule and Periodic Estimates

Immediately after execution and delivery of the Contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment will become due the Contractor in accordance with the progress schedule. The Contractor shall also furnish on forms to be supplied by the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

25. Payments to the Contractor

- (a) Not later than the 30TH day of each calendar month the Owner shall make a progress payment to the Contractor on the basis of a duly certified and approved estimate of the work performed during the preceding calendar month under this Contract, but to insure the proper performance of this Contract, the Owner shall retain ten percent (10%) of the amount of each estimate until final completion and acceptance of all work covered by this Contract; provided, that the Contractor shall submit his estimate not later than the 1ST day of the month; provided, further, that on completion and acceptance of each separate building, public work, or other division of the Contract, on which the price is stated separately in the Contract, payment may be made in full, including retained percentages thereon, less authorized deductions.
- (b) In preparing estimates the material delivered on the site and preparatory work done may be taken into consideration.
- (c) All material and work covered by partial payments made shall thereupon become the sole property of the Owner, but this provision shall not be construed as relieving the Contractor from the sole responsibility for the care and protection of materials and work upon which payments have been made or the restoration of any damaged work, or as a waiver of the right of the Owner to require the fulfillment of all of the terms of the Contract.
- (d) Owner's Right to Withhold Certain Amounts and Make Application Thereof: The Contractor agrees that he will indemnify and save the Owner harmless from all claims growing out of the lawful demands of subcontractors, laborers, workmen, mechanics, materialmen and furnishers of machinery and parts thereof, equipment, power tools and all supplies, including commissary, incurred in the furtherance of the performance of this Contract. The Contractor shall, at the Owner's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived. If the Contractor fails to do so, then the Owner may, after having served written notice on the said Contractor, either pay unpaid bills, of which the Owner has written notice, direct, or withhold from the Contractor's unpaid compensation a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed, in accordance with the terms of this Contract, but in no event shall the provisions of this



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sentence be construed to impose any obligations upon the Owner to either the Contractor or his Surety. In paying any unpaid bills of the Contractor, the Owner shall be deemed the agent of the Contractor, and any payment so made by the Owner shall be considered as a payment made under the Contract by the Owner to the Contractor and the Owner shall not be liable to the Contractor for any such payments made in good faith.

26. Acceptance of Final Payment Constitutes Release

The acceptance by the Contractor of final payment shall be and shall operate as a release to the Owner of all claims and all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his Sureties from any obligations under this Contract or the performance and payment bond.

27. Payments by Contractor

The Contractor shall pay (a) for all transportation and utility services not later than the _day of the calendar month following that in which services are rendered, (b) for all materials, tools and other expendable equipment to the extent of ninety percent (90%) of the cost thereof, not later than the _day of the calendar month following that in which such materials, tools and equipment are delivered at the site of the project, and the balance of the cost thereof, not later than the 1ST day following the completion of that part of the work in or on which such materials, tools and equipment are incorporated or used, and (c) to each of his Subcontractors, not later than the 1ST day following each payment to the Contractor, the respective amount allowed the Contractor on account of the work performed by his Subcontractors to the extent of each Subcontractor's interest therein.

28. Insurance

The Contractor shall not commence work under this Contract until he has obtained all the insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on this subcontract until the insurance required of the Subcontractor has been so obtained and approved.

- (a) Compensation Insurance: The Contractor shall procure and shall maintain during the life of this Contract Workmen's Compensation Insurance as required by applicable State or territorial law for all of his employees to be engaged in work at the site of the project under this Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work on the project under this Contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's liability insurance for the protection of such of his employees as are not otherwise protected.
- (b) Contractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this Contract Contractor's Public Liability Insurance, Contractor's Property Damage Insurance and Vehicle Liability Insurance in the amounts specified in Supplemental General Conditions.
- (c) Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance: The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplemental General Conditions

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specified in subparagraph (B) hereof, or (2) insure the activities of his policy, specified in subparagraph (b) hereof.

- (d) Scope of Insurance and Special Hazards: The insurance required under subparagraphs (b) and (c) hereof shall provide adequate protection for the Contractor and his Subcontractors, respectively, against damage claims which may arise from operations under this Contract, whether such operations be by the insured or by anyone directly or indirectly employed by him and, also against any of the special hazards which may be encountered in the performance of this Contract as enumerated in the Supplemental General Conditions.
- (e) Builder's Risk Insurance (Fire and Extended Coverage): Until the project is completed and accepted by the Owner, the Owner or Contractor (at the Owner's option as indicated in the Supplemental General Conditions. Form HUD-4238-N) is required to maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portion of the project for the benefit of the Owner, the Contractor, and Subcontractors as their interests may appear. The Contractor shall not include any costs for Builder's Risk Insurance (fire and extended coverage) premiums during construction unless the Contractor is required to provide such insurance, however, this provision shall not release the Contractor from his obligation to complete, according to plans and specifications, the project covered by the Contract, and the Contractor and his Surety shall be obligated to full performance of the Contractor's undertaking.
- (f) Proof of Carriage of Insurance: The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates and date of expiration of policies. Such certificates shall also contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered, except after ten (10) days written notice has been received by the Owner."

29. Contract Security

The Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the contract prices as security for the faithful performance of this Contract and also a payment bond in an amount not less than one hundred percent (100%) of the contract price or in a penal sum not less than that prescribed by State, territorial or local law, as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law.

30. Additional or Substitute Bond

If at any time the Owner for justifiable cause shall be or become dissatisfied with any Surety or Sureties, then upon the performance or payment bonds, the Contractor shall within five (5) days after notice from the Owner to do so, substitute an acceptable bond (or bonds) in such form and sum and signed by such other Surety or Sureties as may be satisfactory to the Owner. The premiums on such bond shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new Surety or Sureties shall have furnished such an acceptable bond to the Owner.

31. Assignments

The Contractor shall not assign the whole or any part of this Contract or any moneys due or to become due hereunder without written consent of the Owner. In case the Contractor assigns all or any part of any moneys due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to the corporations of services rendered or materials supplied for the performance of the work called for in this contract.



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32. Mutual Responsibility of Contracts

If, through acts of neglect on the part of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage on the work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement or arbitration if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim against the Owner on account of any damage alleged to have been sustained, the Owner shall notify the Contractor, who shall indemnify and save harmless the Owner against any such claim.

33. Separate Contracts

The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his Subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Architect/Engineer immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress of defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.

34. Subcontracting

The Contractor may utilize the services of specialty Subcontractors on those parts of the work which, under normal contracting practices, are performed by specialty Subcontractors.

The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

The Contractor shall be as fully responsible to the Owner for the acts and omissions of his Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractors to the Contractor by the terms of the General Conditions and other Contract Documents insofar as applicable to the work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Owner may exercise over the Contractor under any provision of the Contract Documents.

Nothing contained in this Contract shall create any contractual relation between any Subcontractor and the Owner.

35. Architect/Engineer's Authority

The Architect/Engineer shall give all orders and directions contemplated under this contract and specifications, relative to the execution of the work. The Architect/Engineer shall determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this Contract and shall decide all questions which may arise in relation to said work and the construction thereof. The Architect/Engineer's estimates and decisions shall be final and conclusive, except as herein otherwise expressly provided. In case any question shall arise between the parties hereto relative to said Contract and specifications, the determination or decision of the Architect/Engineer shall be a condition precedent to the right of the Contractor to receive any money or payment for work under this Contract affected in any manner or to any extent by such question.



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The Architect/Engineer shall decide the meaning and intent of any portion of the specifications and of any plans or drawings where the same may be found obscure or be in dispute. Any differences or conflicts in regard to their work which may arise between the Contractor under this Contract and other Contractors performing work for the Owner shall be adjusted and determined by the Architect/Engineer.

36. Stated Allowances

The Contractor shall include in his proposal the cash allowances stated in the Supplemental General Conditions. The Contractor shall purchase the " Allowed Materials " as directed by the Owner on the basis of the lowest and best bid of at least three competitive bids. If the actual price for purchasing the " Allowed Materials " is more or less than the "Cash Allowance," the contract price shall be adjusted accordingly. The adjustment in contract price shall be made on the basis of the purchase price without additional charges for overhead, profit, insurance or any other incidental expenses. The cost of installation of the " Allowed Materials " shall be included in the applicable sections of the Contract Specifications covering this work.

37. Use of Premises and Removal of Debris

The Contractor expressly undertakes at his own expense:

- (a) To take every precaution against injuries to persons or damage to property.
- (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other Contractors.
- (c) To place upon the work or any part thereof only such loads as are consistent with the safety of that portion of the work.
- (d) To clean up frequently all refuse, rubbish, scrap materials and debris caused by his operations, to the end that at all times the site of the work shall present a neat, orderly and workmanlike appearance.
- (e) Before final payment to remove all surplus material, false-work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition.
- (f) To affect all cutting, fitting or patching of his work required to make the same to conform to the plans and specifications and, except with the consent of the Architect/Engineer, not to cut or otherwise alter the work of any other Contractor.

38. Quantities of Estimate

Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the documents including the proposal, they are given for use in comparing bids and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the work contemplated by this Contract, and such increase or diminution shall in no way vitiate this Contract, nor shall any such increase or diminution give cause for claims or liability for damages.

39. Lands and Rights-of-Way

Prior to the start of construction, the Owner shall obtain lands and rights-of-way necessary for the carrying out and completion of work to be performed under this Contract. All acquisitions of real property including temporary and permanent easements must follow the Uniform Relocation Act requirements.



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40. General Guaranty

Neither the final certificate of payment nor any provision in the Contract Documents, nor partial or entire occupancy of the premises by the Owner, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The Owner will give notice of observed defects with reasonable promptness.

41. Conflicting Conditions

Any provisions in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in these General Conditions shall be void to the extent of such conflict or inconsistency.

42. Notice and Service Thereof

Any notice to any Contractor from the Owner relative to any part of this Contract shall be in writing and considered delivered and the service thereof completed, when said notice is posted, by certified or registered mail, to the said Contractor at his last given address or delivered in person to the said Contractor or his authorized representative on the work.

43. Provisions Required by Law Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

44. Protection of Lives and Health

"The Contractor shall exercise proper precaution at all times for the protection of persons and property and shall be responsible for all damages to persons or property, either on or off the site, which occur as a result of his prosecution of the work. The safety provisions of applicable laws and building and construction codes, in addition to specific safety and health regulations described by Chapter XIII, Bureau of Labor Standards, Department of Labor, Part 1518, Safety and Health Regulations for Construction, as outlined in the Federal Register, Volume 36, No.75, Saturday, April 17, 1971. Title 29 - Labor shall be observed and the Contractor shall take or cause to be taken, such additional safety and health measures as the Contracting Authority may determine to be reasonably necessary."

45. Subcontracts

"The Contractor will insert in any subcontracts the Federal Labor Standards Provision contained herein and such other clauses as the Department of Housing and Urban Development may, by instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts which they may enter into, together with a clause requiring this insertion in any further subcontracts that may in turn be made."

46. Conflict of Interest

No person who is an employee, agent, consultant, officer or elected or appointed official of recipient or subrecipient who exercises or has exercised any functions or responsibilities with respect to KCDBG activities or who is in a position to participate in a decision making process or gain inside information with regard to such activities may obtain a financial interest or benefit from a KCDBG activity, have an interest or benefit from the activity or have an interest in any contract, subcontract or agreement with respect to a CDBG activity or its



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proceeds, for themselves or those with whom they have family or business ties. The prohibition applies during their tenure and for one year thereafter.

47. Interest of Member of or Delegate to Congress

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

48. Other Prohibited Interests

No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract or any other contract pertaining to the project.

49. Use and Occupancy Prior to Acceptance by Owner

The Contractor agrees to use and occupancy of a portion or unit of the project before formal acceptance by the Owner, provided the Owner:

- Secures written consent of the Contractor except in the event, in the opinion of the Architect/Engineer, the Contractor is chargeable with unwarranted delay in final cleanup of punch list items or other Contract requirements. Secures endorsement from the insurance carrier and consent of the surety permitting occupancy of the building or use of the project during the remaining period of construction.

Or

- When the project consists of more than one building, and one of the buildings is occupied, secures permanent fire and extended coverage insurance, including a permit to complete construction. Consent of Surety must also be obtained.

50. Photographs of the Project

If required by the Owner, the Contractor shall furnish photographs of the project, in the quantities and as described in the Supplemental General Conditions.

51. Suspension of Work

Should the Owner be prevented or enjoined from proceeding with work either before or after the start of construction by reason of any litigation or other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay; but time for completion of the work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

52. Access to Records

The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City/County to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Department of Local Government, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public



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Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Contractor which are directly pertinent to the project, for the purpose of making audit, examination, excerpts, and transcriptions. All records shall be maintained for five years after project closeout.

53. Federal Labor Standards Provisions (HUD-4010, 2-84)

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A.1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1 (b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321 shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can easily be seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination;
2. The classification is utilized in the area by the construction industry; and
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U. S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will

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approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of the paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. **Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal Contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. **Payrolls and Basic Records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project). Such records shall contain the name, address and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types

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described in Section 1 (b)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1 (b)(2)(B) of Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U. S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

1. That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.5(a)(3)(i) and that such information is correct and complete;
2. That each laborer or mechanic (including each helper 1 apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3.
3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 and Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds.



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Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant 20 CFR Part 5.12.

4. (i) **Apprentices and Trainees.** Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U. S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U. S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.
5. Compliance with Copeland Act Requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract.
 6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clause contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as HUD or its designee may be appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.
 7. Contract Termination; Debarment. A breach of contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 CFR Part 5.12.
 8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.
 9. Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U. S. Department of Labor, or the employees or their representatives.
 10. (i) Certification of Eligibility .By entering into this contract, the contractor certified that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis- Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C.1001. Additionally, U. S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions," provides in part: "Whoever, for the purpose of ...influencing in any way the action of such Administration ...makes, utters, or publishes any statement, knowing the same to be false ...shall be fined not more than \$5,000 or imprisoned not more than two years, or both."
 11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under Contract to his employer.
- B. **Contract Work Hours and Safety Standards Act (over \$100,000).** As used in this paragraph, the terms "laborers' and "mechanics" include watchmen and guards.
- (1) Overtime Requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives

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compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- (2) Violation; Liability for Unpaid Wages; Liquidated Damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.
- (3) Withholding For Unpaid Wages and Liquidated Damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.
- (4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly Part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96).
- (3) The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

54. Anti-Kickback Act

Attachment to Federal Labor Standards Provisions, So-Called "Anti-Kickback Act" and Regulations Promulgated Pursuant Thereto by the Secretary of Labor. United States Department of Labor. Title 18, U.S.C., Section 874 (HUD-4010, 2-76) (Replaces section 1 of the Act of June 13, 1934 (48 Stat. 948, 40 U.S.C., Section 276B) pursuant to the Act of June 25, 1948, 62 Stat. 862).

Kickbacks from Public Works Employees

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Whoever, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment, shall be fined not more than \$5,000 or imprisoned not more than five years, or both.

Section 2 of the Act of June 13, 1934, as amended (48 Stat. 948, 62 Stat. 862, 63 Stat. 108, Stat. 967, 40 U.S.C., section 276c).

The Secretary of Labor shall make reasonable regulations for contractors and subcontractors engaged in the construction, prosecution, completion or repair of buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States, including a provision that each contractor shall furnish weekly a statement with respect to the wages paid each employee during the preceding week. Section 1001 of Title 18 (United States Code) shall apply to such statements.

Pursuant to the aforesaid Anti-Kickback Act, the Secretary of Labor, United States Department of Labor, has promulgated the regulations hereinafter set forth, which regulations are found in Title 29, Subtitle A, Code of Federal Regulations, Part 3. The term "this part", as used in the regulations hereinafter set forth, refers to Part 3 last above mentioned. Said regulations are as follows.

Title 29 – Labor; Subtitle A – Office of the Secretary of Labor, Part 3 – Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by loans or grants from the United States.

Section 3.1 – Purpose and scope

This part prescribes "anti-kickback" regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with Federally- assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No.14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Section 3.2 – Definitions.

As used in the regulations in this part:

- (a) The terms "building" or "work" generally include construction activity as distinguished from manufacturing, furnishing of materials, or servicing and maintenance work. The terms include, without limitation, buildings, structures, and improvements of all types, such as bridges, dams, plants, highways, parkways, streets, subways, tunnels, sewers, mains, power lines, pumping stations, railways, airports, terminals, docks, piers, wharves, ways, lighthouses, buoys, jetties, breakwaters, levees, and canals; dredging, shoring, scaffolding, drilling, blasting, excavating, clearing, and landscaping. Unless conducted in connection with and at the site of such a building or work as is described in the foregoing sentence, the manufacture or furnishing of materials, articles, supplies, or equipment (whether or not a Federal or State agency acquires title to such materials, articles, supplies, or equipment during the

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- course of the manufacture or furnishing, or owns the materials from which they are manufactured or furnished) is not a "building" or "work" within the meaning of the regulations in this part.
- (b) The terms "construction", "completion," or "repair" mean all types of work done on a particular building or work at the site thereof, including, without limitation, altering, remodeling, painting and decorating, the transporting of materials and supplies to or from the building or work by the employees of the construction contractor or construction subcontractor, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work, by persons employed at the site by the contractor or subcontractor.
 - (c) The terms "public building" or "public work" include building or work for whose construction, prosecution, completion, or repair, as defined above, a Federal agency is a contracting party, regardless of whether title thereof is in a Federal agency.
 - (d) The term "building or work financed in whole or in part by loans or grants from the United States" includes building or work for whose construction, prosecution, completion, or repair, as defined above, payment or part payment is made directly or indirectly from funds provided by loans or grants by a Federal agency. The term does not include building or work for which Federal assistance is limited solely to loan guarantees or insurance.
 - (e) Every person paid by a contractor or subcontractor in any manner for his labor in the construction, prosecution, completion, or repair of a public building or public work or work financed in whole or in part by loans or grants from the United States is "employed" and receiving "wages," regardless of contractual relationship alleged to exist between him and the real employer.
 - (f) The term "any affiliated person" includes a spouse, child, parent, or other close relative of the contractor or subcontractor; a partner or officer of the contractor or subcontractor; a corporation closely connected with the contractor or subcontractor as parent, subsidiary or otherwise, and an officer or agent of such corporation.
 - (g) The term "Federal agency" means the United States, the District of Columbia, and all executive departments, independent establishments, administrative agencies, and instrumentalities of the United States and of the District of Columbia, including corporations, all or substantially all of the stock of which is beneficially owned by the United States, by the District of Columbia, or any of the foregoing departments, establishments, agencies and instrumentalities.

Section 3.3 – Weekly statement with respect to payment of wages

- (a) As used in this section, the term "employee" shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- (b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by 29 CFR Parts 3 and 5 during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages and shall be on form WH 348, "Statement of Compliance," or on an identical form on the back of WH 347, "Payroll (For Contractors Optional Use)" or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
- (c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- (d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify.

(29 F.R. 95, Jan. 4 1964, as amended at 33 FR 10186, July 17, 1968)



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Section 3.4 – Submission of weekly statements and the preservation and inspection of weekly payroll records.

- (a) Each weekly statement required under SS 3.3 shall be delivered by the contractor or subcontractor within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the Department of Labor.

Section 3.5 – Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor.

- (a) Any deduction made in compliance with the requirements of Federal, State or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- (b) Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A "bona fide prepayment of wages" is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- (c) Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor or any affiliated person, or when collusion or collaboration exists.
- (d) Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing *either* from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents: Provided, however, That the following standards are met: (1) The deduction is not otherwise prohibited by law; (2) it is either: (i) Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or (ii) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; (3) no profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and (4) the deductions shall serve the convenience and interest of the employee.
- (e) Any deduction contribution toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
- (f) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
- (g) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasi-governmental agencies, such as the American Red Cross.
- (h) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.



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- (i) Any deductions to pay regular union initiation fees and membership dues, not including fines or special assessments: Provided, however, that a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
- (j) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and Part 431 of this title. When such a deduction is made the additional records required under SS 516.27(a) of this title shall be kept.

Section 3.6 – Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under SS 3.5. The Secretary may grant permissions whenever he finds that:

- (a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- (b) The deduction is not otherwise prohibited by law;
- (c) The deduction is either (1) voluntarily consented to by the employee in writing and in advance of the period in which the work to be done, and such consent is not a condition either for the obtaining of employment or its continuance, or (2) provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- (d) The deduction serves the convenience and interest of the employee.

Section 3.7 – Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under SS 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- (a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- (b) The application shall identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions only on specific, identified contracts, except upon a showing of exceptional circumstances.
- (c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of SS 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- (d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- (e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Section 3.8 – Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of SS 3.6; and shall notify the applicant in writing of his decision.

Section 3.9 – Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under SS 3.6 are prohibited.



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Section 3.10 – Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Section 3.11 – Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see SS 5.5(a) of this subtitle.

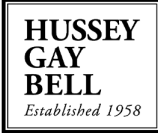
END OF GENERAL CONDITIONS



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XVIII. Supplemental General Conditions Including Equal Opportunity Provisions

1. Enumeration of Plans, Specifications and Addenda
2. Stated Allowances
3. Special Hazards
4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance
5. Photographs of Project
6. Schedule of Occupational Classifications and Minimum Hourly Wage Rates
7. Builder's Risk Insurance
8. Special Equal Opportunity Provisions
9. Certification of Compliance with Air and Water Acts
10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention
11. Energy Efficiency
12. Access to Records
13. Wage Rate Determination(s)
14. Contract Work Hours and Safety Standards Act



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1. Enumeration of Plans, Specifications and Addenda

Following are the Plans, Specifications and Addenda which form a part of this Contract, as set forth in paragraph 1 of the General Conditions, "Contract and Contract Documents":

DRAWINGS

General Construction: Nos. _____

Heating and Ventilating: Nos. _____

Plumbing: Nos. _____

Electrical: Nos. _____

Nos. _____

Nos. _____

SPECIFICATIONS:

General Construction: Page _____ to _____, inclusive

Heating and Ventilating: Page _____ to _____, inclusive

Plumbing: Page _____ to _____, inclusive

Electrical: Page _____ to _____, inclusive

Page _____ to _____, inclusive

Page _____ to _____, inclusive

ADDENDA:

No. _____ Date _____ No. _____ Date _____

No. _____ Date _____ No. _____ Date _____

2. Stated Allowances

Pursuant to Paragraph 36 of the General Conditions, the Contractor shall include the following cash allowances in his proposal

(a) For _____ (Page _____ of Specifications) \$ _____

(b) For _____ (Page _____ of Specifications) \$ _____

(c) For _____ (Page _____ of Specifications) \$ _____

(d) For _____ (Page _____ of Specifications) \$ _____

(e) For _____ (Page _____ of Specifications) \$ _____



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3. Special Hazards

The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide adequate protection against the following special hazards:

4. Contractor's and Subcontractor's Public Liability, Vehicle Liability and Property Damage Insurance

As required under paragraph 28 of the General Conditions, the Contractor's Public Liability Insurance and Vehicle Insurance shall be in an amount not less than \$_____ for injuries, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$_____ on account of one accident, and Contractor's Property Damage Insurance in an amount not less than \$_____.

The Contractor shall either (1) require each of his Subcontractors to procure and to maintain during the life of his subcontract, Subcontractor's Public Liability and Property Damage Insurance of the type and in the same amounts as specified in the preceding paragraph, or (2) insure the activities of his Subcontractors in his own policy.

5. Photographs of Project

As provided in paragraph 50 of General Conditions, the Contractor will furnish photographs in the number, type and stage as enumerated below:

6. Schedule of Occupational Classifications and Minimum Hourly Wage Rate as required under paragraph 53 of the General Conditions.

Given on pages _____, _____, and _____

7. Builder's Risk Insurance

As provided in the General Conditions, paragraph 28(e), the Contractor will/will not* maintain Builder's Risk Insurance (fire and extended coverage) on a 100 percent completed value basis on the insurable portions of the project for the benefit of the Owner, the Contractor and all Subcontractors, as their interests may appear.

* Strike out one.

8. Special Equal Opportunity Provisions

- A. 3-Paragraph Equal Opportunity Clause for Activities and Contracts Not subject to Executive Order 11246, as Amended (applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this Contract, the Contractor agrees as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.



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2. The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, or sex or national origin.
3. Contractors shall incorporate forgoing requirements in all subcontracts.

B. Executive Order 11246 (contracts/subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause

During the performance of this contract, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b. The contractor will, in all solicitations or advancements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- d. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f. The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of



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Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States." [Sec. 202 amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684, EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13665 of April 8, 2014, 79 FR 20749, EO 13672 of July 21, 2014, 79 FR 42971]

- 2. Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246) (applicable to contract/subcontracts exceeding \$10,000)
 - a. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Affirmative Action Compliance Requirements for Construction clause", set forth herein.
 - b. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Minority <u>Participation</u> (Insert Goals)	Goals for Female <u>Participation</u> (Insert Goals for Current Year)
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These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the Contractor performs construction work in a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. Goals are published periodically in the *Federal Register* in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1)its implementation of the Equal Opportunity Clause, (2) specific affirmative action obligations required by the clause entitled *Affirmative Action Compliance Requirements for Construction*, and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the Contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.

- c. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed.

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- d. As used in this notice, and in any contract resulting from this solicitation, the "covered area" is _____(insert description of the geographical areas where the contract is to be performed giving the state, county, and city, if any).
3. Affirmative Action Compliance Requirements for Construction (Executive Order 11246)
- a. As used in these specifications:
- (1) "Covered area" means the geographical area described in solicitation from which this Contract resulted.
 - (2) "Deputy Assistant Secretary" means the Deputy Assistant Secretary for the Office of Federal Contract Compliance Program, United States Department of Labor, or a designee.
 - (3) "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - (4) *Gender Identity* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.
 - (5) *Sexual Orientation* has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_Faq's.html.
 - (6) "Minority" includes:
 - (a) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin).
 - (b) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race).
 - (c) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent or the Pacific Islands).
 - (d) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
 - (7) Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 this clause and the Notice containing the goals for minority and female participation which is stated in the solicitations from which this Contract resulted.
 - (8) If the Contractor is participating (pursuant to 41 CFR 60-4) in a Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the plan area (including goals) shall comply with that plan for those trades which have unions participating in the plan. Contractors must be able to demonstrate their participation in, and compliance with, the provisions of

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the plan. Each Contractor or Subcontractor participating in an approved plan is also required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any Contractor's or Subcontractor's failure to take good faith efforts to achieve the plan's goals.

- (9) The Contractor shall implement the specific affirmative action standards provided in paragraphs 10a through p of this clause. The goals stated in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization that the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction Contractors- performing contracts in geographical areas where they do not have a Federal or Federally-assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. The Contractor is expected to make substantially uniform progress toward its goals in each craft.
- (10) Neither the terms and conditions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under this clause, Executive Order 11246, as amended, or the regulations thereunder.
- (11) In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U. S. Department of Labor.
- (12) The Contractor shall take affirmative action to ensure equal employment opportunity. The evaluation of the Contractor's compliance with this clause shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - (a) Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, if possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that foremen, superintendents and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at these sites or facilities.
 - (b) Establish and maintain a current list of sources for minority and female recruitment. Provide written notification to minority and female recruitment sources and community organizations when

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the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

- (c) Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant, referrals of minorities or females from unions, recruitment sources, or community organizations and the action taken with respect to each individual. If an individual was sent to the union hiring hall for referral and not referred back to the Contractor by the union or, if referred back, not employed by the Contractor, this shall be documented in the file, along with whatever additional actions the Contractor may have taken.
- (d) Immediately notify the Deputy Assistant Secretary when the union or unions with which the Contractor has a collective bargaining agreement has not referred back to the Contractor a minority or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- (e) Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under subparagraph 10b of this clause.
- (f) Disseminate the Contractor's EEO policy by-
 - (i) Providing notice of the policy to unions and to training, recruitment and outreach programs, and requesting their cooperation in assisting the Contractor in meeting its EEO obligations;
 - (ii) Including the policy in any policy manual and collective bargaining agreements;
 - (iii) Publicizing the policy in the company newspaper, annual report, etc.;
 - (iv) Review the policy with all management personnel at least once a year; and
 - (v) Posting the policy on bulletin boards accessible to all employees at each location where construction work is performed
- (g) Review, at least annually, the contractor's Equal Employment Opportunity policy and affirmative action obligations with all employees having responsibility for hiring, assignment, layoff,

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termination or other employment decisions. Conduct review of this policy with all onsite supervisory personnel before initiating construction work at a job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed and disposition of the subject matter.

- (h) Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media. Provide written notification to and discuss the policy with other Contractors and Subcontractors with which the Contractor does or anticipates doing business.
- (i) Direct recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month before the date for the acceptance of applications for apprenticeship or training by any recruitment source, send written notification to organizations such as the above, describing the openings, screening procedures and tests to be used in the selection process.
- (j) Encourage present minority and female employees to recruit minority persons and women. Where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
- (k) Validate all tests and other selection requirements required under 41 CFR Part 60-3.
- (l) Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities. Encourage these employees to seek or to prepare for, through appropriate training, etc., opportunities for promotion.
- (m) Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the Contractor's obligations under these specifications are being carried out.
- (n) Ensure that all facilities and company activities are non-segregated except that separate or single-use restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

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- (o) Maintain a record of solicitations for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - (p) Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's Equal Employment Opportunity policy and affirmative action obligations.
- (13) The Contractor is encouraged to participate in voluntary associations that may assist in fulfilling one or more of the affirmative action obligations contained in subparagraphs 10(a) through (p) of this clause. The efforts of a contractor association, joint contractor-union, contractor- community, or similar group of which the Contractor is a member and participant, may be asserted as fulfilling one or more of its obligations under 10(a) through (p) of this clause provided that the Contractor-
- (a) Actively participates in the group;
 - (b) Makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry;
 - (c) Ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation;
 - (d) Makes a good faith effort to meet its individual goals and timetables;
 - (e) Can provide access to documentation that demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply is the Contractor's, and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's non-compliance.
- (14) A single goal for minorities and a separate single goal for women shall be established. The Contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of Executive Order 11246, as amended, if a particular group is employed in a substantially disparate manner.)
- (15) The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (16) The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts under Executive Order 11246, as amended.
- (17) The Contractor shall carry out such sanctions and penalties for violation of this clause and of the Equal Employment Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered under Executive Order 11246, as amended, and its

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implementing regulations, by the Office of Federal Contract Compliance Programs. Any failure to carry out such sanctions and penalties shall be in violation of this clause and Executive Order 11246, as amended.

(18) The Contractor, in fulfilling its obligations under this clause, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 10 of this clause, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of Executive Order 11246 as amended, the implementing regulations or these specifications, the Deputy Assistant Director shall proceed in accordance with 41 CFR 60-4.8.

(19) The Contractor shall designate a responsible official to-

(a) monitor all employment related activity to ensure that the Contractor's Equal Employment policy is being carried out;

(b) to submit reports as may be required by the Government and;

(c) Keep records that shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, separate records are not required to be maintained.

(20) Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

C. Certification of Nonsegregated Facilities (over \$10,000)

By the submission of this bid, the bidder, offeror, applicant or subcontractor certifies that s/he does not maintain or provide for his/her employees any segregated facility at any of his/her establishments, and that s/he does not permit employees to perform their services at any location, under his/her control, where segregated facilities are maintained. S/he certifies further that s/he will not maintain or provide for employees any segregated facilities at any of his/'her establishments, and s/he will not permit employees to perform their services at any location under his/her control where segregated facilities are maintained. The bidder, offeror, applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Employment Opportunity Clause of this Contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin, because of habit, local custom or otherwise. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provided to assure privacy between the sexes. S/he further agrees that (except where he/she has obtained identical certifications. from proposed Subcontractors for specific time periods)

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he/she will obtain identical certification from proposed Subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed Subcontractors (except where proposed Subcontractors have submitted identical certifications for specific time periods).

D. Title VI Clause, Civil Rights Act of 1964

Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

E. Section 109 Clause, Housing and Community Development Act of 1974

No person in the United States shall on the grounds of race, color national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

F. "Section 3" Compliance in the Provision of Training, Employment and Business Opportunities (Over \$100,000)

1. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given low and very low income residents of the project area (including public housing residents and persons with disabilities) and contracts for work in connection with the project be awarded to business concerns which are owned by or employee low and very low income residents of the project area.
2. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
3. The Contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract of understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.
4. The Contractor will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the Subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The Contractor will not subcontract with any Subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the Subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

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5. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified in 24 CFR Part 135.

G. Rehabilitation Act of 1973, Section 503 Handicapped (if \$10,000 or over)

Affirmative Action for Handicapped Workers

1. The Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship.
2. The Contractor agrees to comply with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. In the event of the Contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
5. The Contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physical and mentally handicapped individuals.
6. The Contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each Subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

H. Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; 41 CFR Part 60-250 (if \$100,000 or over)

1. The contractor will not discriminate against any employee or applicant for employment because he or she is a special disabled veteran or veteran of the Vietnam era in regard to any position for which

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the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified individuals without discrimination based on their status as a special disabled veteran or veteran of the Vietnam era in all employment practices, including the following:

- i. recruitment, advertising, and job application procedures
 - ii. hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. rates of pay or any other form of compensation and changes in compensation;
 - iv. job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
 - v. leaves of absence, sick leave, or any other leave;
 - vi. fringe benefits available by virtue of employment, whether or not administered by the contractor
 - vii. selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. activities sponsored by the contractor including social or recreational programs; and
 - ix. any other term, condition, or privilege of employment.
2. The contractor agrees to immediately list all employment openings which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local employment service office of the state employment security agency wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.
 3. Listing of employment openings with the local employment service office pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and nonveterans. The listing of employment openings does not require the hiring of any particular job applicants or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.
 4. Whenever the contractor becomes contractually bound to the listing provisions in paragraphs 2 and 3 of this clause, it shall advise the state employment security agency in each state where it has establishments of the name and location of each hiring location in the state, provided that this requirement shall not apply to state and local governmental contractors. As long as the contractor is contractually bound to these provisions and has so advised the state agency, there is no need to advise the state agency of subsequent contracts. The contractor may advise the state agency when it is no longer bound by this contract clause.

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5. The provisions of paragraphs 2 and 3 of this clause do not apply to the listing of employment openings which occur and are filled outside of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, Guam, and the Virgin Islands.
6. As used in this clause:
 - i. All employment openings includes all positions except executive and top management, those positions that will be filled from within the contractor's organization, and positions lasting three days or less. This term includes full-time employment, temporary employment of more than three days' duration, and part-time employment.
 - ii. Executive and top management means any employee:
 - a) Whose primary duty consists of the management of the enterprise in which he or she is employed or of a customarily recognized department or subdivision thereof; and
 - b) who customarily and regularly directs the work of two or more other employees therein; and
 - c) who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight; and
 - d) who customarily and regularly exercises discretionary powers; and
 - e) who does not devote more than 20 percent, or, in the case of an employee of a retail or service establishment who does not devote as much as 40 percent, of his or her hours of work in the work week to activities which are not directly and closely related to the performance of the work described in (a) through (d) of this paragraph 6. ii.; Provided, that (e) of this paragraph 6.ii. shall not apply in the case of an employee who is in sole charge of an independent establishment or a physically separated branch establishment, or who owns at least a 20-percent interest in the enterprise in which he or she is employed.
 - iii. Positions that will be filled from within the contractor's organization means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of his or her own organization.
7. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
8. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
9. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to

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take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans or veterans of the Vietnam era. The contractor must ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the contractor may have the notice read to a visually disabled individual or may lower the posted notice so that it might be read by a person in a wheelchair).

10. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, and is committed to take affirmative action to employ and advance in employment qualified special disabled veterans and veterans of the Vietnam era.

11. The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Deputy Assistant Secretary for Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

I. Age Discrimination Act of 1975

During the performance of this Contract, the Contractor agrees as follows: the Contractor agrees not to exclude from participation, deny program benefits, or discriminate on the basis of age.

9. Certification of Compliance with Air and Water Acts (applicable to Federally-assisted construction contracts and related subcontracts exceeding (\$100,000))

During the performance of this Contract, the Contractor and all Subcontractors shall comply with the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended.

In addition to the foregoing requirements, all "nonexempt" Contractors and Subcontractors shall furnish to the Owner, the following:

- A. A stipulation by the Contractor or Subcontractors, that any facility to be utilized in the performance of any nonexempt contract or subcontract, is not listed on the List of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR 15.20.
- B. Agreement by the Contractor to comply with all the requirements of Section 114 of the Clean Air Act, as amended, (42 USC 1857c-8) and Section 308 of the Federal Water Pollution Control Act, as amended, (33 USC 1318) relating to inspection, monitoring, entry, reports and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
- C. A stipulation that as a condition for the award of the Contract, prompt notice will be given of any notification received from the Director, Office of Federal Activities, EPA, indicating that a facility utilized, or to be utilized for the Contract, is under consideration to be listed on the EPA List of Violating Facilities.
- D. Agreement by the Contractor that he will include, or cause to be included, the criteria and requirements in paragraphs A through D of this section in every nonexempt subcontract and requiring that the Contractor will take such actions as the Government may direct as a means of enforcing such provisions.



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10. Special Conditions Pertaining to Hazards, Safety Standards and Accident Prevention

- A. Lead-Based Paint Hazards (applicable to contracts for construction or rehabilitation of residential structures)

The construction or rehabilitation of residential structures is subject to the HUD Lead-Based Paint regulations, 24 CFR Part 35. The Contractor and Subcontractors shall comply with the provisions for the elimination of lead-based paint hazards under sub-part B of said regulations. The Owner will be responsible for the inspections and certifications required under Section 35.14(f) thereof.

- B. Use of Explosives (modify as required)

When the use of explosives is necessary for the prosecution of the work, the Contractor shall observe all local, State and Federal laws in purchasing and handling of explosives. The Contractor shall take all necessary precaution to protect completed work, neighboring property, water lines or other underground structures. Where there is danger to structures or property from blasting, the charges shall be reduced and the material shall be covered with suitable timer, steel or rope mats. The Contractor shall notify all owners of public utility property of intention to use explosives at least eight hours before blasting is done close to such property. Any supervision or direction of use of explosives by the Engineer, does not in any way reduce the responsibility of the Contractor or his Surety for damages that may be caused by such use.

- C. Danger Signals and Safety Devices (modify as required)

The Contractor shall make all necessary precautions to guard against damages to property and injury to persons. He shall put up and maintain in good condition, sufficient red or warning lights at night, suitable barricades and other devices necessary to protect the public. In case the Contractor fails or neglects to take such precautions, the Owner may have such lights and barricades installed and charge the cost of this work to the Contractor. Such action by the Owner does not relieve the Contractor of any liability incurred under these specifications or Contract.

11. Energy Efficiency

The Contractor shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State Energy Conservation Plan issued in Compliance with the Energy Policy and Conservation Act.

12. Access to Records

The Contractor shall maintain accounts and project records, including personnel, property and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds, both CDBG and non-CDBG shares. These records will be made available to the City, the Department of Local Government, Commonwealth of Kentucky Finance & Administration Cabinet, Commonwealth of Kentucky Auditor of Public Audits, Commonwealth of Kentucky Legislative Research Commission, U.S. Department of Housing and Urban Development, the U. S. Department of Labor, and the Comptroller General of the United States, or any of their duly authorized representatives. These parties shall have access to any books, documents, papers and records of the Contractor, which are directly pertinent to the project, for the purpose of making audit, examination, excerpts and transcriptions. All records shall be maintained for five years after project closeout.

13. Wage Rate Determination(s)

(Please see the following pages for the appropriate Wage Rates for Livingston County, Kentucky # KY20240041)

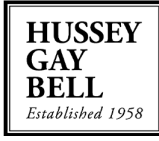


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14. Contract Work Hours and Safety Standards Act

All grantees and subgrantee's contracts must contain provisions requiring compliance with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5) where construction contracts are awarded by grantees or subgrantees in excess of \$2,000, and in excess of \$2,500 for other contracts involving the employment of mechanics and laborers.

END OF SUPPLEMENTARY CONDITIONS



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WAGE RATE DETERMINATIONS

"General Decision Number: KY20250061 01/03/2025

Superseded General Decision Number: KY20240061

State: Kentucky

Construction Type: Heavy

Counties: Breckinridge, Caldwell, Carlisle, Crittenden, Fulton, Grayson, Hickman, Hopkins, Livingston, Muhlenberg, Ohio and Todd Counties in Kentucky.

HEAVY CONSTRUCTION PROJECTS (including sewer/water construction).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.



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The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/03/2025

ENGI0181-009 07/01/2024

Rates Fringes

POWER EQUIPMENT OPERATOR

GROUP 1.....	\$ 40.05	19.10
GROUP 2.....	\$ 37.19	19.10
GROUP 3.....	\$ 37.64	19.10
GROUP 4.....	\$ 36.87	19.10

OPERATING ENGINEER CLASSIFICATIONS

GROUP 1 - Backhoe/Excavator/Trackhoe; Bulldozer; Crane; Drill; Grader/Blade; Loader; Mechanic; Scraper

GROUP 2 - Bobcat/Skid Steer/Skid Loader; Forklift; Tractor (50 H.P. or over)

GROUP 3 - Articulating Truck Operator

GROUP 4 - Oiler; Tractor (under 50 H.P.)

Operators on cranes with booms 150 feet and over (including jib) shall receive \$1.00 above Group 1 rate; 250 feet and over including jib shall receive \$1.50 above Class 1 rate. Combination Rate: All crane operators operating cranes, where the length of the boom in combination with the length of the piling leads equal or exceeds 150 feet, shall receive \$1.00 above the Group 1 rate.

Employees assigned to work below ground level are to be paid 10% above basic wage rate. This does not apply to open cut work.

IRON0782-010 08/01/2024



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	Rates	Fringes
IRONWORKER (Reinforcing & Structural)		
Projects over \$20,000,000.00.....	\$ 35.75	
Projects under \$20,000,000.00.....	\$ 34.01	

 LABO0189-001 07/01/2024

	Rates	Fringes
LABORER		
Concrete Saw (Hand Held/Walk Behind).....	\$ 24.21	

 LABO0561-003 07/01/2024

	Rates	Fringes
LABORER		
Form Worker.....	\$ 25.47	

 LABO1214-001 07/01/2024

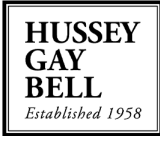
	Rates	Fringes
LABORER		
Backfiller, Carpenter		
Tender, Common or General,		
Concrete Worker, Dumpman,		
Fence Erection.....	\$ 23.96	
Pipelayer & Tamper (Hand Held/Walk Behind).....	\$ 24.21	

 UAVG-KY-0001 01/01/2023

	Rates	Fringes
LABORER: Grade Checker.....	\$ 23.08	15.43

 SUKY2011-017 06/25/2014

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 20.96	10.53
ELECTRICIAN.....	\$ 32.35	2.18
LABORER: Flagger.....	\$ 18.31	8.89



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OPERATOR: Boring Machine.....\$ 25.35 13.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers.



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0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

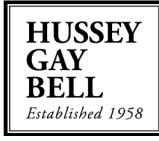
A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers



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The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the "SA" identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1) Has there been an initial decision in the matter? This can be:
- a) underlying a wage determination
 - b) an existing published determination
 - c) an initial WHD letter setting forth a position on a wage determination matter
 - d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 C Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 C Avenue, N.W.
Washington, DC 20210

- 2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the



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decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 C Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 C Avenue, N.W.
Washington, DC 20210.

END OF GENERAL DECISION"

U.S DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION		REQUEST FOR DETERMINATION AND RESPONSE TO REQUEST		(Davis Bacon Act as Amended and Related Statutes)
FOR DEPARTMENT OF LABOR USE Response To Request a. use are determination issued for this area b. The attached decision noted below is applicable to this project. X	Requesting Office (typed name and signature) Amy Frogue			CHECK OR LIST CRAFTS NEEDED (Attach continuation sheet if needed) <input checked="" type="checkbox"/> Asbestos workers <input type="checkbox"/> Broilermakers <input type="checkbox"/> Bricklayers <input checked="" type="checkbox"/> Carpenters <input checked="" type="checkbox"/> Cement masons <input checked="" type="checkbox"/> Electricians <input type="checkbox"/> Glaziers <input checked="" type="checkbox"/> Ironworkers <input checked="" type="checkbox"/> Laborers, (specify classes) _____ Lathers <input type="checkbox"/> Marble & tile setters, terrazzo workers <input type="checkbox"/> Painters <input type="checkbox"/> Piledriverman <input type="checkbox"/> Plasterers <input checked="" type="checkbox"/> Plumbers <input type="checkbox"/> Roofers <input checked="" type="checkbox"/> Sheet metal workers <input type="checkbox"/> Soft floor layers <input type="checkbox"/> Steam fitters <input checked="" type="checkbox"/> Welders - rate for craft <input checked="" type="checkbox"/> Truck drivers <input checked="" type="checkbox"/> Power equipment operators, (specify types) _____ <u>back hoe, front end loader, dump truck</u> _____
	Department, Agency, or Bureau Pennyriple Area Development District		Phone Number (270)886-9484	
	Date of Request January 7, 2025	Est. Advertising Date January 9, 2025	Est.. Bid Opening Date January 23, 2025	
	Prior Decision Number (if any)	Est. \$ value of Contract <input type="checkbox"/> Under 1 Mil to 1 Mil <input checked="" type="checkbox"/> 1 to 5 Mil <input type="checkbox"/> Over 5 Mil	Type of Work Bldg <input checked="" type="checkbox"/> Highway Resid <input checked="" type="checkbox"/> Heavy	
	Location of Project (City or other description) Salem, Livingston County, Kentucky		CDBG Number 23-035	
Decision Number KY20240061	County Livingston	State Kentucky		
Date of Decision 01/03/2025	Address to which wage determination should be mailed. Must be complete and include ZIP Code: (Print or type) Amy Frogue, Director CED Pennyriple Area Development District 300 Hammond Drive Hopkinsville, KY 42240			
Expires				
Superseded Decision Number	Wage Survey by Agency Attached Yes X No	Wage Survey by Agency in Progress Yes X No		
Approved <i>Olivia Clark</i>	Description of Work (Be Specific) (Print or type) Construction of new clearwell at water treatment plant			

**TECHNICAL SPECIFICATIONS
FOR
KCDBG FUNDED CONSTRUCTION PROJECTS**

**WATER TREATMENT PLANT EXPANSION
PHASE I (CLEARWELL)**

FOR

**CRITTENDEN-LIVINGSTON
WATER UTILITY DISTRICT**

Salem, Kentucky



SEPTEMBER 2024

Prepared By:

HUSSEY GAY BELL
— *Established 1958* —

**4117 HILLSBORO PIKE, SUITE 206
NASHVILLE, TENNESSEE 37215**



**CRITTENDEN-LIVINGSTON UTILITY DISTRICT
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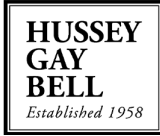
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**CRITTENDEN-LIVINGSTON UTILITY DISTRICT
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**CRITTENDEN-LIVINGSTON UTILITY DISTRICT
WATER TREATMENT PLANT EXPANSION (PHASE I)**

**SECTION 1
GROUND-SUPPORTED FLAT-BOTTOM WATER STORAGE TANK**

1.01 GENERAL REQUIREMENTS

A. Scope

The Contractor shall be responsible for all labor, materials and equipment necessary for the design, fabrication, construction, painting, disinfection and testing of a welded carbon steel water storage tank built at grade level on a concrete foundation. The design and construction of the Water Storage Tank shall conform to all requirements of AWWA D100 Standard for Welded Carbon Steel Tanks for Water Storage, except as modified by the requirements of these contract documents. The Contractor may use Section 14 of the AWWA D100 as a part of the design. Tanks designed on this basis must incorporate all the provisions of this section. The requirements of Section 3 of the AWWA D100 are superseded by any differing requirements of Section 14.

B. Qualification of Manufacturer

- 1) The design and construction of the Ground-Supported Flat-Bottom Water Storage Tank shall only be undertaken by a Contractor with a minimum of five years experience with tank construction. The Contractor must be able to demonstrate experience through the design and construction of at least five Ground-Supported Flat-Bottom Water Storage Tanks. The Contractor shall not subcontract the design or erection of the steel tank.
- 2) As providing a safe work environment is critical for this project, other contractors, and the community, to be approved to bid on this project, given the complexity, and risk associated with the work, all tank contractors are required to have an Experience Modification Rate (EMR) below 0.75 and a Total Recordable Incident Rate (TRIR) below 2.5 for the last three (3) years. Bidders are required to verify the above requirement by providing with their proposal a statement from their insurance carrier confirming the EMR requirement, and their last three (3) years of OSHA 300 Logs to confirm the TRIR requirement.

C. Submittals

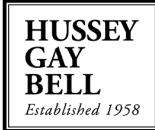
No bid will be considered unless this information is provided with the proposal.

- 1) A list of five Ground-Supported Flat-Bottom Water Storage Tanks constructed within the last five years, including the Owner, tank capacity and the Engineer.
- 2) A preliminary drawing of the tank showing major dimensions and plate thickness upon which the bid is based, tank diameter, the high water level and the dimensions of the supporting foundation.
- 3) A foundation design drawing showing preliminary dimensions and approximate quantities of concrete and reinforcing steel.

D. Standard Specifications

All work on the water storage tank shall fully conform to the requirements of the published editions of the following Standard Specifications as identified in the AWWA D100-21 standard:

- 1) AWWA (American Water Works Association) D100-21 Standard for Welded Carbon Steel Tanks for Water Storage.
- 2) AWWA D102 - Standard for Painting Steel Water Storage Tanks.
- 3) AWWA C652 - Standard for Disinfection of Water Storage Facilities.
- 4) ASCE 7 - Minimum Design Loads for Buildings and Other Structures
- 5) AWS (American Welding Society) D1.1
- 6) NSF (National Sanitation Foundation) 61 - Materials in contact with Potable Water.
- 7) Steel Structures Painting Council Manual - Volume 1 - Good Painting Practice,
- 8) Steel Structures Painting Council Manual - Volume 2 - Systems and Specifications.
- 9) ACI 318 - Building Code Requirements for Reinforced Concrete



CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

- 10) ACI 301 – Specifications for Structural Concrete

E. Tank Details

The tank shall be all-welded construction of the most economical design. All members of structural steel or of reinforced concrete shall be designed to safely withstand the maximum stresses to which they may be subjected during erection and operation.

- 1) The minimum operating capacity of the storage tank will be 317,260 US gallons.
- 2) The tank diameter will be 60 feet.
- 3) The height of the tank, top of foundation to High Water Level, shall be 15 feet.
- 4) Top of foundation elevation shall be 372.00.
- 5) The existing ground elevation is 375.00.
- 6) The finished ground elevation shall be 371.50.

F. Permits, Easements, Electrical Lines and Utilities

Permits, licenses, airspace authority approval and easements required for the construction of the tank and associated work shall be provided by the Owner.

The site plan or specifications shall clearly indicate the approximate location of all overhead or underground electrical lines and other utilities and piping. The Owner is responsible for relocating or de-energizing any electrical or utility lines that may interfere with the safe construction of the foundation or structure(s). In general, no overhead lines, or supports, shall pass or be located within 50 feet of any part of the structure or the footprint of the tank. A minimum vertical clearance of 15 feet shall be provided along any access routes.

G. Working Drawings

After contract award and prior to construction, the Contractor shall provide engineering drawings and design calculations for the steel tank and the foundation. Drawings shall show the size and location of all structural components and the foundations along with reinforcement details, the required strength and grade of all materials and the size and arrangement of principle piping and equipment. The drawings and calculations shall bear the certification of a professional Engineer licensed in the State of Kentucky. The design coefficients and resultant loads for snow, wind and seismic forces, and the methods of analysis shall be documented.

1.02 DESIGN

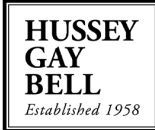
A. General

The structural design of the storage tank shall conform to the following design standards except as modified or clarified as follows:

- 1) Foundations – AWWA D100 and ACI 318 – Building Code Requirements for Reinforced Concrete.
- 2) Steel Tank - AWWA D100
- 3) The Contractor may use Section 14 of the AWWA D100 as a part of the design. Tanks designed on this basis must incorporate all the provisions of this section. The requirements of Section 3 of the AWWA D100 are superseded by any differing requirements of Section 14.
- 4) Steel Tank Painting – AWWA D102

B. Environmental Loads – AWWA D100 and ASCE 7

- 1) Wind Load – Wind pressure shall be determined in accordance with AWWA D100, Section 3.1.6. Basic wind speed used in the Wind Pressure formula shall be determined using the mapped site location and Section 3.1.6.1 of AWWA D100.
Basic Wind Speed (BWS) = 100 MPH



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- 2) Seismic Load – Seismic loads shall be determined in accordance with AWWA D100, Section 3.1.7.
 - a) Region Dependent Transition Period (T_L) = 12 sec.
 - b) Site Class D
 - c) MCE Spectral Response Acceleration at 0.2sec (S_s) and 1sec (S_1)
 $S_s = 0.732$
 $S_1 = 0.257$
Longitude = 37.190366 (at tank center)
Latitude = -88.237880 (at tank center)
 - d) Importance Factor (I_E) = 1.25 (Table 21)
- 3) Snow Load – Snow load shall be determined in accordance with AWWA D100, Section 3.1.4.

C. Foundation

A Geotechnical investigation has been carried out at the site and a copy of the report is included with the Contract Documents. Recommendations for the foundation and allowable bearing capacities are defined in this report. The Owner shall retain the services of the Geotechnical consultant to verify the adequacy of the bearing stratum after the Contractor has carried out the excavation and before any concrete or reinforcement is placed. The concrete foundation shall be designed and constructed by the Contractor based upon the recommendations contained in the Geotechnical report. The report must provide the allowable soil bearing pressure with appropriate factors of safety, the active and passive earth pressure coefficients, the angle of soil internal friction, its cohesion, unit weight and recommendations for bearing depth and backfill requirements.

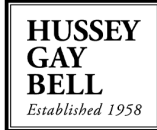
D. Steel Tank

- 1) **General**
The materials, design, fabrication, erection, welding, testing and inspection of the steel tank shall be in accordance with the applicable sections of AWWA D100 except as modified in this document.
- 2) **Minimum Plate Thickness**
The minimum thickness for any part of the structure shall be 3/16-inch for parts not in contact with water and 1/4-inch for parts in contact with water.
- 3) **Tank Roof**
The tank roof shall be designed as per the project drawings. All interior lap joints will be sealed by means of caulking or continuous seal welding. The interior lap joints shall be defined to include roof plate laps. If roof is supported by rafters, the rafter shall be welded to the roof plates as required structurally. Any unwelded rafter to plate joints shall be sealed by caulking. The minimum thickness for roof plates not in contact with water will be 3/16-inch.

1.03 CONSTRUCTION

A. Concrete Foundation

The foundation shall be designed and constructed to safely and permanently support the structure. The basis of the foundation construction shall be consistent with the soils investigation data included herein at the end of these specifications. Appropriate changes to construction schedule and price will be negotiated if, during excavation, soil conditions are encountered which differ from those described in geotechnical report. The concrete foundation shall be constructed in accordance with ACI 301. Minimum concrete compressive strength shall be as specified in Section 2, "Cast-In-Place Concrete".



CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

B. Steel Tank Construction

- 1) **General**
The erection of the steel tank shall comply with the requirements of Section 10 of AWWA D100 except as modified by these documents.
- 2) **Welding**
All field welding shall conform to AWS and Section 10, AWWA D100. The contractor shall ensure welders or welding operators are qualified in accordance with ASME Section IX or ANSI/AWS B2.1.
- 3) **Fabrication**
All fabrication and shop assembly shall conform to the requirements of AWWA D100, Section 9, Shop Fabrication.
- 4) **Erection**
 - a) Plates subjected to stress by the weight or pressure of the contained liquid shall be assembled and welded in such a manner that the proper curvature of the plates in both directions is maintained. Plates shall be assembled and welded together by a procedure that will result in a minimum of distortion from weld shrinkage.
 - b) Joints in bottom of tank shall be continuously lap welded on top side only. The bottom ring of the tank wall shall be continuously welded to the floor plate both inside and outside.
- 5) **Inspection and Testing**
Inspection of shop and field welds shall be in accordance with AWWA D100, Section 11, Inspection and Testing. All inspection shall be performed prior to interior and exterior field painting. Radiographic inspection shall be performed by an independent testing agency with all cost included in the Contractor's bid and paid by the Contractor.
- 6) **Painting and Disinfection**
Surface preparation and coating of all steel surfaces shall be in accordance with Section 3 "Coating System for Steel Water Storage Tanks".

1.04 ACCESSORIES

- A. **General**
The following accessories shall be provided in accordance with these specifications. All items shall be in full conformity with the current applicable OSHA safety regulations and the operating requirements of the structure.
- B. **Ladders**
 - 1) An exterior tank ladder shall be attached to the tank shell extending from approximately 10-feet above top of foundation to the top of the shell.
 - 2) Ladder side rails shall be a minimum 3/8-inch by 2-inches with a 16-inch clear spacing. Rungs shall be not less than 3/4-inch, round or square, spaced at 12-inch centers. The surface of the rungs shall be knurled, dimpled or otherwise treated to minimize slipping. Ladders shall be secured to the tank by brackets located at intervals not exceeding 10-feet.

Brackets shall be of sufficient length to provide a minimum distance of 7-inches from the center of the rung to the nearest permanent object behind the ladder.

C. Fall Protection

Ladders shall be equipped with a fall arrest system meeting OSHA regulations. The system shall be supplied complete with safety harnesses, locking mechanisms, lanyards and accessories for two persons.

D. Openings

1) Roof Hatches

Provide two access hatches on the roof of the tank. One hatch shall be 30-inch diameter and allow access from the roof to the interior of the tank. The hatch will be hinged and equipped with a hasp for locking. The hatch cover shall have a 2-inch downward edge. The second hatch will be 24 inches diameter and flanged with a removable cover so constructed that an exhaust fan may be connected for ventilation during painting operations. The openings shall have a minimum 4-inch curb.

2) Tank Vent

The tank vent shall be centrally located on the tank roof above the maximum weir crest elevation. The tank vent shall have an intake and relief capacity sufficiently large that excessive pressure or vacuum will not develop during maximum flow rate. The vent shall be designed, constructed and screened so as to prevent the ingress of wind driven debris, insects, birds and animals. The vent shall be designed to operate when frosted over or otherwise clogged. The screens or relief material shall not be damaged by the occurrence and shall return automatically to operating position after the pressure or vacuum is relieved.

3) Shell Access Manhole

One 30-inch diameter and one 24-inch diameter shell manhole shall be provided near grade level to allow access to the tank interior. The manholes are to be located 180-degrees apart. The manhole lid shall be hinged or otherwise self-supported and open outward.

E. Rigging

A painter's rail attached to the roof, pipe couplings with plugs in the roof or other attachments that provide complete access for painting shall be furnished.

F. Piping

1) Inlet/Outlet Piping

The vertical inlet/outlet pipe connection to the bottom of the tank shall be a 16 inch standard weight carbon steel pipe with appropriate transition to a base elbow of the same diameter. The vertical pipe shall be attached through the bottom of the tank as near to the shell wall as feasible. The connection from the piping to the tank floor shall be a watertight connection.

2) Overflow

The overflow pipe shall be designed to carry the maximum design flow rate of _____ GPM. The 12 inch steel overflow pipe shall have a minimum wall thickness of ¼-inch. A suitable weir shall be provided inside the tank with the crest located at High Water Level. The overflow pipe shall extend from the weir and down the exterior of the tank terminating approximately 1 to 2-feet above grade and discharge onto a concrete splash pad. The point of discharge shall have a 45-degree bend and be equipped with a stainless-steel screen.



CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

G. Identification Plate

A tank identification plate shall be mounted above a shell manhole. The identification plate shall be corrosion resistant and contain the following information.

- 1) Tank Contractor
- 2) Contractor's project or file number
- 3) Tank capacity
- 4) Tank diameter and height to High Water Level
- 5) Date erected

1.05 GUARANTEE

- A. The tank Contractor shall guarantee its work for a period of one year from the completion date defined in the contract documents to the extent that it will repair any defects caused by faulty design, workmanship or material furnished under the specifications. If Contractor is not advised of any defects within 30 days of end of guarantee period, guarantee shall be considered fulfilled and complete. Defects caused by damaging service conditions such as electrolytic, chemical, abrasive or other damaging service conditions are not covered by this guarantee.
- B. All guarantees obtained by the tank Contractor from the manufacturer or installer of paint, equipment or accessories not manufactured by tank Contractor shall be obtained for the benefit of the Purchaser.

END OF SECTION



**CRITTENDEN-LIVINGSTON UTILITY DISTRICT
WATER TREATMENT PLANT EXPANSION (PHASE I)**

**SECTION 2
WATER LINES**

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CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

SECTION 2 **WATER LINES**

2.01 SCOPE

The work to be accomplished under this Section of the Specifications consists of the providing of all labor, materials, equipment, and services necessary for the construction of water mains and appurtenances shown on the drawings and more fully described hereinafter.

2.02 DUCTILE IRON PIPE, FITTINGS & JOINTS

- A. Ductile iron pipe shall be designed and manufactured in accordance with ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, latest revisions. All pipe must be new and shall be manufactured in the United States of America (USA); all ductile iron pipe shall be cast, cleaned, lined, coated, tested, and certified at a single manufacturing facility located in the USA – with all manufacturing units contiguous to one another. Approved USA manufacturers are American, US Pipe, McWane, and approved equals.

All pipe shall be designed for the following minimum conditions:

1. Internal working pressure of 300 psi plus surge allowance safety factor of 2.
2. Earth load of 5 feet of cover or as shown on plans.
3. Laying condition Type 3 per ANSI/AWWA C150/A21.50 – pipe bedded in 6” minimum loose soil. Backfill lightly consolidated to top of pipe.
4. Truckload Loading per AASHTO H-20.

- B. FITTINGS: Fittings shall be ductile iron in accordance with ANSI/AWWA C110/A21.10 or ANSI/AWWA C153/A21.53, latest revisions.

- C. JOINTS: Ductile iron pipe and fittings to have rubber gasket joints in accordance with the latest revision of ANSI/AWWA C111/A21.11. Buried piping and fittings shall be push-on restrained joint, or mechanical joint (fittings).

Piping and fittings above ground shall be flanged.

Buried **restrained pipe** joints are required to resist thrust due to internal pressure, restrained gasket [AMERICAN Amarillo Fast-Grip or equal, colored (yellow, orange, etc.) restrained joint gasket] - or fabricated, push-on restrained joints (AMERICAN Flex-Ring or AMERICAN Lok-Ring joints - or equal) shall be utilized at the specified locations.

Buried restrained fitting joints are required to resist thrust due to internal pressure, restrained mechanical joints (MJ) utilizing torque-activated MJ restraints (MegaLugs, One-Loks, or equal), restrained gasket [AMERICAN Amarillo Fast-Grip or equal, colored (yellow, orange, etc.) restrained joint gasket] - or fabricated, push-on restrained joints (AMERICAN Flex-Ring or AMERICAN Lok-Ring joints - or equal) shall be utilized at the specified locations.

Restrained joints shall be rated for a working pressure of 350 psi minimum (4”-18”).

Restrained joints (for items other than MJ sleeves and MJ valves) using set screws such as retainer glands, Mega-Lugs, or other torque-activated means of restraint shall be permitted only following specific approval by the owner / engineer.



CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

- D. COATING AND LINING: Pipe and fittings for **buried applications** shall be asphaltic coated outside per ANSI/AWWA C151/A21.51, latest revision, and cement lined inside, with or without an asphaltic seal coating, in accordance with ANSI/AWWA C104/A21.4, latest revision.
- E. FLANGE PIPING: All flanged pipe shall comply with ANSI/AWWA C115/A21.15, latest revision. Pipe barrel shall be manufactured in accordance with ANSI/AWWA C151/A21.51, latest revision. All flanges shall be ductile iron and rated for a working pressure of 250 psi.
- F. WELDED-ON OUTLETS: Reference the attached specification for welded-on outlets.
- G. TEST AND INSPECTION:
See Section 2.20.

2.03 UNDERGROUND MARKING TAPE

Install underground marking tape in trench with all main water lines. Marking tape shall be installed at a depth of 12 inches minimum above the top of the pipe.

The underground marking tape shall be TERRA-TAPE (detectable) or an approved equal and shall be two inches in width. All underground marking tape shall be blue in color and shall be imprinted to read "CAUTION BURIED WATER LINE BELOW."

No separate pay item will be made for the installation of marking tape. The cost is to be included in the unit price for water line installation.

2.04 FITTINGS FOR WATER MAINS

Fittings for all water mains shall be **ductile iron** in accordance with ANSI A21.53 and shall conform to the details and dimensions shown therein. Fittings shall have interior cement-mortar lining as specified for ductile iron pipe.

Plugs, where required, shall be mechanical joint dished or flat plugs in accordance with AWWA C110. Joints for plugs shall be restrained with the use of ductile iron mechanical joint retainer glands.

Joints for fittings shall be mechanical joint type only.

2.05 CASING PIPE

Casing pipe shall be steel, plain end, uncoated and unwrapped, have a minimum yield point strength of 35,000 psi and conform to ASTM A252 Grade 2, or ASTM A139 Grade B, without hydrostatic tests. The steel pipe shall have welded joints and be in at least 18-foot lengths.

The wall thickness of the pipe shall be a minimum of 0.250 inches. The diameter of the pipe shall be as noted in the Bid Proposal.

2.06 GATE VALVES

All gate valves shall be of the resilient seat type, iron body, non-rising stem, fully bronze mounted and suitable for water working pressures of 200 psi. Valves shall be of standard manufacture and of the highest quality both as to materials and workmanship.



CRITTENDEN-LIVINGSTON UTILITY DISTRICT WATER TREATMENT PLANT EXPANSION (PHASE I)

Gate valves for buried water main service may be furnished with mechanical joint or push-on end connections. Gate valves for other duty shall be as shown on the Drawings or specified hereinafter.

All gate valves shall have the name or monogram of the manufacturer, the year the valve casting was made, the size of the valve, and the working water pressure cast on the body of the valve.

Each gate valve shall be installed in a vertical position with a valve box. Gate valves set with valve boxes shall be provided with a 2-inch square operating nut and shall be opened by turning counter-clockwise.

All valves shall conform with the latest edition of AWWA C509.

2.07 CONNECTION OF NEW WATER MAINS TO EXISTING MAINS

The contractor shall connect new water mains to existing water mains where shown on the drawings or directed by the Engineer, and shall furnish all necessary equipment and material required to complete the connection. Tapping sleeves and valves for "wet" connections shall be as specified hereinbefore and WILL BE SEPARATE PAY ITEMS. Connections made without tapping sleeve and valves will NOT be a separate pay item, but shall be merged into the unit price for the water mains.

The contractor shall locate existing mains and check outside diameters of pipe prior to ordering sleeves and accessories. NO additional payment will be allowed for machining pipe and/or accessories if the proper size is not ordered.

2.08 VALVE BOXES

Valve boxes shall be of 5-1/4 inch standard cast iron, two or three pieces, screw type valve box with drop cover marked "WATER." Valve box for gate valves shall be three-piece type. Valve boxes shall be accurately centered over valve operating nut, and backfill thoroughly tamped about them. Valve box bases shall not be set on the valves, but shall be supported on crushed stone fill. They shall be set vertically and properly cut and/or adjusted so that the tops of boxes will be at grade in any paving, walk, or road surface, and two and three inches above ground in grass plots, fields, woods, or other open terrain. Valve boxes and covers shall be as manufactured by Tyler Corporation, Opelika Foundry, Bingham & Taylor, or equal.

2.09 CLEARING AND GRUBBING

Pipelines are to be installed on private properties as well as upon the rights-of-way of highways, railways, and other utilities. The contractor shall familiarize himself with all special requirements of the respective right-of-way holders before commencing work. No clearing shall be done until the Owner has secured proper authorization or permission from the holders of rights-of-way.

In addition, the contractor shall acquaint himself with all federal, state, and/or local regulations for preventing forest fires, and these regulations shall govern in all cases. Brush and undergrowth shall be piled and burned only at locations reviewed by the Engineer. Fire spreading beyond clearance limits causing property damage shall be the contractor's responsibility. Burning, to the extent that it will not conflict with such regulations, shall directly follow clearing work and shall be completed to the Engineer's satisfaction before line materials are distributed along the pipe route.

Stumps in the way of the pipe trench shall be grubbed or otherwise removed and the course of the line shall generally be grubbed and graded to allow passage of equipment and to allow the ditch to be excavated to the line and grade established by the Engineer.



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Additionally, reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree braches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

2.10 GRADING

Slopes within highway rights-of-way that are cut down or notched to facilitate operation of construction equipment shall be rebuilt to original height and slope to the satisfaction of the Engineer and the State Highway Division Maintenance Engineer. Spoil banks from grading operations shall not be placed where surface drainage will be affected.

2.11 EXCAVATION FOR PIPELINE TRENCHES

No extra or separate payment will be made for rock excavation. All excavation costs shall be merged into the cost of pay items for the pipe.

A minimum cover of 30 inches shall be provided for all water main and services, except that within zero to three feet from customer meter box, trench shall be same depth as meter box parts.

Trenches installed through rock shall have a minimum width of 24 inches to facilitate future maintenance and connections to the line.

2.12 PIPE BEDDING

All water main pipe shall be supported on a bed of well compacted earth, dirt, sand, fine gravel, or Size #9 crushed stone as shown in the details on of the plans. Bedding material shall be free from rock and be acceptable to the Engineer. In no case shall pipe be supported directly on the rock bottom of trenches, boulders, or loose rock in the trench. When rock is encountered in the trench bottom, bedding shall consist of fine gravel or Size #9 crushed stone only. Pipe bedding will NOT be a separate pay item.

2.13 SPECIAL PIPE BEDDING

Crushed stone when necessary for the following uses (as determined by the Engineer) SHALL BE a separate pay item and listed as "special pipe bedding" or "special granular bedding."

- A. In wet, yielding mucky locations where pipe is in danger of sinking below grade or floating out of line or grade, or where backfill materials are of such a fluid nature that such movements of the pipe might take place during the placing of the backfill, the pipe must be weighted or secured permanently in place by such means as will prove effective. When ordered by the Engineer, yielding and mucky materials in subgrades shall be removed below ordinary trench depth and replaced with crushed stone to provide a proper bed for the pipe.
- B. Crushed stone pipe bedding and envelopment shall be considered as "special pipe bedding" when called for on the drawings or ordered by the Engineer at designated creek crossings in rock or earthen trenches.

Crushed stone for "special pipe bedding" where required as set out under this paragraph of the Detailed Specifications, shall be Kentucky Department of Highways crushed stone, Size No. 57.



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2.14 PIPE INSTALLATION

Pipe shall be laid true to line and grade when given, or as directed by the Engineer. Supporting of pipe shall be as specified under "Pipe Bedding" hereinbefore and in no case will the supporting of pipes on blocking be permitted.

Fittings for the water mains shall be provided and placed as and where directed by the Engineer or as shown on the Drawings. Dead ends of pipes and of branches shall be permanently sealed and plugged using manufactured units compatible with the pipe system.

Before each piece of pipe is lowered into the trench, it shall be thoroughly inspected to insure its being clean. Any piece of pipe or fitting which is known to be defective shall not be laid or placed in the lines. Any defective pipe or fitting discovered after the pipe is laid shall be removed and replaced until satisfactory without additional charge. In case a length of pipe is cut to fit in a line, it shall be so cut as to leave a smooth end at right angles to the longitudinal axis of the pipe.

Granular pipe bedding material shall be used to correct irregularities in the earth trench subgrade and shall be furnished at the contractor's expense as specified hereinbefore.

The interior of the pipe, as the work progresses, shall be clean. When laying of any pipe is stopped for any reason, the exposed end of such pipe shall be temporarily closed with a plywood plug fitted into the pipe bell so as to exclude earth or other material.

No backfilling (except for securing pipe in place) over pipe will be allowed until the Engineer has had an opportunity to make an inspection of the joints, alignment, and grade in the section laid, but such inspection shall not relieve the contractor of further liability in case of defective joints, misalignment caused by backfilling, and other such deficiencies that are noted later.

2.15 JOINTING

Jointing of pipe and fittings shall be according to manufacturer's published recommendations or manufacturer's field representative directions unless modified in these Specifications or in the field by the Engineer.

2.16 BACKFILLING PIPELINE TRENCHES

Trenches outside existing sidewalks, driveways, streets, and highways shall be backfilled in accordance with Method "A." Trenches within the limits of sidewalks and unpaved driveways shall be backfilled in accordance with Method "B."

Trenches within the paving limits of existing streets, highways and driveways shall be backfilled in accordance with Method "C." When directed by the Engineer, the contractor shall wet backfill material to assure maximum compaction.

Before final acceptance, the contractor will be required to level off all trenches or to bring the trench up to grade and restore surface. The contractor shall also remove from roadways, rights-of-way, and/or private property all excess earth or other materials resulting from construction.

In the event that pavement is not placed immediately following trench backfilling in streets and highways, the contractor shall be responsible for maintaining the trench surface in a level condition at proper pavement grade at all times.



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2.17 SETTLEMENT OF TRENCHES

Wherever water lines are in, or cross, driveways and streets the contractor shall be responsible for any trench settlement which occurs within these rights-of-way within one year from the time of final acceptance of the work. If paving shall require replacement because of trench settlement within this time, it shall be replaced by the contractor at NO EXTRA COST to the Owner. Repair of settlement damage shall meet the approval of the Engineer and, as applicable, of Crittenden County, Livingston County, or the Crittenden-Livingston County Water District, or the Kentucky Department of Highways.

2.18 CONCRETE CRADLE, ANCHORS, AND ENCASEMENT

Concrete cradle, anchors, encasement or caps over water mains and fittings shall be placed where shown on the drawings, required by the specifications or as directed by the Engineer.

Concrete shall be 2500 psi and shall be mixed sufficiently wet to permit it to flow under the pipe to form a continuous bed. In tamping concrete, care shall be taken not to disturb the grade or line of the pipe or injure the joints. Concrete placed outside the specified limits or without authorization from the Engineer will NOT be subject to payment.

Water mains and fittings shall have concrete thrust or "kicker" blocks at all pipe intersections and changes of direction to resist forces acting upon the pipeline. Thrust blocking and anchors shall NOT be a pay item.

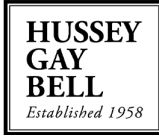
All valves shall be anchored in accordance with the details. Valve anchoring will NOT be a separate pay item but will be included in payment for the valve.

Encasement or capping of water mains under creeks and drainage waterways shall be constructed as shown on the drawings and SHALL BE a separate pay item listed as "Concrete Cradle and Encasement." Crushed stone for the encasement or enveloping shall be as specified under "Special Pipe Bedding."

2.19 TESTING WATER PIPELINES

Testing of the water mains shall be accomplished as noted hereinafter.

- (a) All water mains and components shall be given a hydrostatic test to rated working water pressure of the pipe under which leakage shall not exceed 10 gallons per 24 hours per inch of diameter per mile of pipe. Loss of water pressure during test shall not exceed 10 psi in a 24-hour period, 5 psi in a 10-hour period or 2 psi in a 4-hour period.
- (b) Contractor shall furnish a recording gauge and water meter for measuring water used during leakage test and recording pressure charts for duration of test. Recording pressure charts shall be turned over to the Engineer at conclusion of the tests. The pressure recording device shall be suitable for outside service with a range from 0-200 psig, 24-hour spring wound clock, designed for 9-inch charts, and shall be approved by the Engineer. For contractor's information only, such pressure recording devices may be available from the Foxboro Company, Foxboro, Massachusetts, Bristol Division of ACCO, Waterbury, Connecticut, or Weksler Instruments Corporation, Freeport, New York.
- (c) The Owner will provide initial water for testing and disinfecting the water mains. Should the first test fail to pass all additional water required for subsequent tests shall be furnished at the contractor's expense.
- (d) DIP Water Mains: Testing of DIP water mains shall be accomplished in accordance with AWWA Specification C600 Hydrostatic Testing for DIP Water Mains.
- (e) Testing of water lines is NOT a pay item.



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2.20 DISINFECTION OF WATER LINES

New potable water lines shall not be placed in service (either temporarily or permanently) until they have been thoroughly disinfected in accordance with the following requirements and to the satisfaction of the Engineer.

After pressure testing, a solution of hypochlorite using HTH or equal shall be introduced into the section of the line being disinfected sufficient to insure a chlorine dosage of at least 25 ppm in the main. While the solution is being applied, the water should be allowed to escape at the ends of the line until tests indicate that a dosage of at least 50 ppm has been obtained throughout the pipe. Open and close all valves and cocks while chlorinating agent is in the piping system. The chlorinated water shall be allowed to remain in the pipe for 24 hours after which a residual of at least 25 ppm shall be obtained. The disinfection shall be repeated until 25 ppm is obtained after which time the main shall be thoroughly flushed until the residual chlorine content is not greater than 1.0 ppm, and then may be connected to the system. Disinfection of water lines IS NOT a pay item. Also NO additional payment will be allowed for providing taps for chlorine injection and/or flushing if necessary. Before the new line is placed in service, a negative bacteriological sample must be obtained from the line as analyzed by a State approved laboratory.

2.21 TAPPING SLEEVES AND VALVES

Tapping sleeves for connections to existing water lines shall be of the mechanical joint type suitable for working pressures of 200 psi and shall be Mueller No. H-615, American Darling No. 1004, M&H No. 1174, Kennedy Fig. 920, or approved equal.

Tapping valves shall be of the mechanical joint type suitable for working pressures of 200 psi and shall be Mueller No. H-667, American-Darling No. 565, M&H No. 751, Kennedy Fig. 950, or approved equal.

2.22 COMPLIANCE WITH SAFETY REGULATIONS

The equipment items furnished shall comply with all governing Federal and State laws regarding safety, including all requirements of the Occupational Safety and Health Act of 1970 (OSHA), and including the 1985 revisions including, but not limited to, OSHA (P.L.-596) and the Contract Work Hours and Safety Standards Act (P.L. 91-54).

2.23 SEEDING

Lawns and other grassed areas shall be reseeded as outlined herein. Bring the line and grade to original, feather to match the surrounding cover. The final six inches of soil shall be topsoil free of rock, construction debris, and other objectionable matter. Spread commercial fertilizer (10-10-10) at 20 pounds per 1,000 square feet. Spread agricultural grade limestone at a rate of one ton per acre. Scarify as necessary by rake or other approved method. Spread seed (Kentucky 31 Fescue 75%, Chewing Red Fescue 10%, Italian Rye Grass 10%, and Dutch White Clover 5%) at a rate of four pounds per 1,000 square feet, lightly rake, roll with a 200 pound roller, and water with a fine spray. If in a lawn or lawnlike area (not pasture), mulch at the rate of 200 pounds (2 bales) per 1,000 square feet, or as required to cover 75 percent of the ground.

Planting shall take place only within the season extending from March 1st to May 15th and from September 1st to October 15th unless other seasons may be approved by the Owner. It is the Contractor's responsibility to secure a viable grass cover (at least 100 seedlings per square foot or any given square foot). If planting is less than fifty percent effective, rework the ground, refertilize, relime and reseed, and remulch (if originally mulched).



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2.24 TRACER WIRE

Install 12-gauge underground tracer wire in trench with all main water lines. The contractor is not required to install marking tape.

No separate pay item will be made for the installation of tracer wire. The cost is to be included in the unit price for water line installation.

2.25 CLEAN UP

Upon completion of the water mains and appurtenances, the contractor shall remove all debris and surplus construction materials resulting from the work. The contractor shall grade the ground along each side of pipe trenches in a uniform and neat manner, leaving construction areas as near as possible to the original ground line.

END OF SECTION



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**SECTION 3
COATING & PAINTING FOR NEW STEEL WATER STORAGE TANKS & CLEARWELLS**

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**SECTION 3
COATING & PAINTING FOR NEW STEEL WATER STORAGE TANKS & CLEARWELLS**

PART 1 - GENERAL

3.01 SCOPE

- A. The work of this section includes the work of painting all interior and exterior surfaces of the tank and associated piping.

3.02 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Without limiting the general aspects of other requirements of these specifications, all surface preparation, coating and painting of interior and exterior surfaces and inspection shall conform to the applicable requirements of the Society for Protective Coatings, NACE International, ASTM (American Society for Testing and Materials), AWWA and the manufacturer's printed instructions.
 - 1. **ASTM** (American Society for Testing and Materials)
 - ASTM D 520 Standard Specification for Zinc Dust Pigment
 - ASTM D 4417 Standard Test Methods for Field Measurement of Surface Profile of Blast Cleaned Steel
 - ASTM E 337 Standard Practice Test Method for Measuring Humidity with a Psychrometer
 - ASTM D2200 Standard Methods of Evaluating Degree of Rusting on Painted Surfaces
 - 2. **ANSI** (American National Standards Institute)
 - ANSI/ASC 29.4 Exhaust Systems Abrasive Blasting Operations – Ventilation and Safe Practice
 - ANSI/NSF/CAN Standard 61 Drinking Water Components
 - ANSI/NSF/CAN Standard 600
 - 3. **AWWA** (American Water Works Association)
 - AWWA D 102 Coating Steel Water Storage Tanks
 - AWWA C-652 Disinfection of Water-Storage Facilities
 - 4. **Consumer Product Safety Act, Part 1303**
 - 5. **NACE International**
 - NACE Publication TPC2 Coatings and Linings for Immersion Service: Chapter 1 Safety, Chapter Surface Preparation, Chapter 3 Curing, and Chapter 4 Inspection
 - NACE Standard SP0178 Standard Recommended Practice – Fabrication Details, Surface Finish Requirements and Proper Design Considerations for Tanks and Vessels to be Lined for Immersion Service
 - NACE Standard SP0188 Standard Recommended Practice – Discontinuity (Holiday) Testing of Protective Coatings
 - NACE Standard RP0287 Field Measurement of Surface Profile of Abrasive Blast-Cleaned Steel Surfaces Using a Replica Tape
 - NACE Standard RP0288 Standard Recommended Practice, Inspection of Linings on Steel and Concrete
 - 6. **OSHA** (Occupational Safety & Health Administration)

1915.35 Standards – 29 CFR – Painting

7. SSPC (Society for Protective Coatings)

SSPC-SP2	Hand Tool Cleaning
SSPC-SP3	Power Tool Cleaning
SSPC-SP11	Power Tool Cleaning to Bare Metal
SSPC-PA-1	Shop, Field and Maintenance Painting
SSPC-PA-2	Measurement of Dry Film Thickness with Magnetic Gages
SSPC-PA-3	Guide to Safety in Paint Application
SSPC-Guide 12	Guide for Illumination of Industrial Painting Project
SSPC-VIS 1-89	Pictorial Surface Preparation Standards for Painting Steel Surfaces
SSPC Paint Spec 36	Two Component Weatherable Aliphatic Polyurethane Topcoat, Performance-Based

8. SSPC/NACE Joint Standards

SSPC-SP5/NACE 1	White Metal Blast Cleaning
SSPC-SP6/NACE 3	Commercial Blast Cleaning
SSPC-SP7/NACE 4	Brush-Off Blast Cleaning
SSPC-SP10/NACE 2	Near-White Metal Blast Cleaning

9. NAPF 500-03 Surface Preparation Standard for Ductile Iron Pipe and Fittings In Exposed Locations Receiving Special External Coatings and/or Special Internal Linings.

- B.** The Engineer's decision shall be final as the interpretation and/or conflict between any of the referenced specifications and standards contained herein.

3.03 CONTRACTOR

- A.** The Contractor shall have five years practical experience and successful history in the application of specified product to surfaces of steel water tanks. Upon request, he shall substantiate this requirement by furnishing a list of references and job completions.
- B.** The personnel performing the work shall be knowledgeable and have the required experience and skill to adequately perform the work for this project, in accordance with SSPC-PA1, "Shop, Field and Maintenance Painting".

3.04 QUALITY ASSURANCE

- A.** **General:** Quality assurance procedures and practices shall be utilized to monitor all phases of surface preparation, application and inspection throughout the duration of the project. Procedures or practices not specifically defined herein may be utilized provided they meet recognized and accepted professional standards and are approved by the Engineer.
- B.** **Surface Preparation:** Surface preparation will be based upon comparison with: "Pictorial Surface Preparation Standards for Painting Steel Surfaces: SSPC-VIS 1-89", ASTM D2200-13, "Standard Methods of Evaluating Degree of Rusting on Painted Surfaces", ASTM D 4417, Method A and/or Method C or NACE Standard RP0287. In all cases the written standard shall take precedence over the visual standard. In addition, NACE Standard SPO178, along with the Visual Comparator, shall be used to verify the surface preparation of welds.

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- C. Application:** No coating or paint shall be applied when: 1) the surrounding air temperature or the temperature of the surface to be coated or painted is below the minimum surface temperature for the products specified herein, 2) rain, snow, fog or mist is present, 3) the surface temperature is less than 5°F above the dew point, 4) the air temperature is expected to drop below the minimum temperature for the products specified within six hours after application of coating. Dewpoint shall be measured by use of an instrument such as a Sling Psychrometer in conjunction with U.S. Department of Commerce Weather Bureau Psychrometric Tables. If any of the above conditions are prevalent, coating or painting shall be delayed or postponed until conditions are favorable. The day's coating or painting shall be completed in time to permit the film sufficient drying time prior to damage by atmospheric conditions.
- D. Coating Thickness:** Thickness of coatings and paint shall be measured checked according to the procedures outlined in SSPC-PA 2 "Measurement of Dry Film Thickness with Magnetic Gages. Use of an instrument such as a Tooke Gauge, precision groove grinder, etc. is permitted if a destructive test is deemed necessary by the Engineer and the total DFT is less than 50 mils.
- E. Holiday (Pinhole) Testing:** The integrity of interior coated surfaces shall be tested for holidays in accordance with NACE Standard SP0188. For dry films less than 20 mils, a non-destructive holiday detector shall not exceed 67.5 volts, nor shall destructive holiday detector exceed the voltage recommended by the manufacturer of the coating system. A solution of 1 ounce non-sudsing type wetting agent, such as Kodak Photo-Flo, and 1 gallon of tap water shall be used to perform the holiday testing. For coating thickness at 20 mils and greater, a high voltage Tinker & Rasor AP/W holiday tester shall be used. Contact coating manufacturer for voltage recommendations and curing parameters.
- All pinholes and/or holidays shall be marked and repaired in accordance with the manufacturer's printed recommendations and retested. No pinholes or other irregularities will be permitted in the final coating.
- F. Inspection Devices:** The contractor shall furnish, until final acceptance of coating and painting is accepted, inspection devices in good working condition for detection of holidays and measurement of dry film thickness of coating and paint. The Contractor shall also furnish U.S. Department of Commerce, National Bureau of Standards certified thickness calibration plates and/or plastic shims, depending upon the thickness gauge used, to test the accuracy of dry film thickness gauges and certified instrumentation to test the accuracy of holiday detectors. Dry film gauges and holiday detectors shall be made available for the Engineer's use at all times until final acceptance of application. Holiday detection devices shall be operated in the presence of the Engineer.
- G. Inspection:** Inspection for this project shall consist of 'hold point' inspections. The Engineer or his representative shall inspect the surface prior to abrasive blasting, after abrasive blasting but prior to application of coating materials, and between subsequent coats of material. Final inspection shall take place after all coatings are applied, but prior to placing the tank in service. Contractor will insure that sufficient rigging is in place so that the Engineer or their representative shall be able to conduct the required inspections.
- H. Warranty Inspection:** Warranty inspection shall be conducted during the eleventh month following acceptance of all coating and painting work. All defective work shall be repaired in accordance with this specification and to the satisfaction of the Engineer and/or Owner.

3.05 SAFETY AND HEALTH REQUIREMENTS

- A. General:** In accordance with requirements set forth by regulatory agencies applicable to the construction industry and manufacturer's printed instructions and appropriate technical bulletins and manuals, the Contractor shall provide and require use of personal protective lifesaving

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equipment for persons working on or about the project site. The Contractor's work forces should comply with the provisions outlined in SSPC-PA-3 "A Guide to Safety in Paint Application".

- B. Head and Face Protection and Respiratory Devices:** Equipment shall include protective helmets which shall be worn by all persons while in the vicinity of the work. In addition, workers engaged in or near the work during sandblasting shall wear eye and face protection devices and air purifying half-mask or mouthpiece respirators with appropriate filters. Barrier creams shall be used on any exposed areas of skin.
- C. Ventilation:** Where ventilation is used to control hazardous exposure, all equipment shall be explosion-proof. Ventilation shall reduce the concentration of air contaminants to a degree a hazard does not exist. Air circulation and exhausting of solvent vapors shall be continued until coatings have fully cured.
- D. Sound Levels:** Whenever the occupational noise exposure exceeds maximum allowable sound levels, the Contractor shall provide and require the use of approved ear protection devices.
- E. Illumination:** Adequate illumination shall be provided while work is in progress, including explosion-proof lights and electrical equipment. Whenever required by the Engineer, the Contractor shall provide additional illumination and necessary supports to cover all areas to be inspected. The level of illumination for inspection purposes shall be determined by the Engineer.
- F. Temporary Ladders and Scaffolding:** All temporary ladders and scaffolding shall conform to applicable safety requirements. They shall be erected where requested by the Engineer to facilitate inspection and be moved by the Contractor to locations requested by the Engineer.

3.06 PRODUCT DELIVERY, STORAGE & HANDLING

- A.** All materials shall be brought to the jobsite in original sealed containers. They shall not be used until the Engineer or his designee has inspected the contents and obtained data from information on containers or label. Materials exceeding storage life recommended by the manufacturer shall be rejected.
- B.** All coatings and paints shall be stored in enclosed structures to protect them from weather and excessive heat or cold. Flammable coatings and paints must be stored to conform with City, County, State and Federal safety codes for flammable coating or paint materials. At all times coatings and paints shall be protected from freezing.

PART 2 - MATERIALS

3.07 ACCEPTABLE MANUFACTURERS

- A.** Materials specified are those that have been evaluated for the specific service. Products of the Tnemec Company, Inc. (local 615-333-1000) are listed to establish a standard of quality. The systems specified are intended to provide the longest service life, lowest service cost and most sustainable solution. **Equivalent materials of other manufacturer's may be submitted** on written approval of the Engineer.
- B.** Performance equivalent products will be considered and must be approved by addendum. Requests for substitution shall include manufacturer's literature for each product giving name, product number, generic type, descriptive information, solids by volume recommended dry film thickness and certified lab test reports showing results to equal the performance criteria of the products specified herein. As part of the proof of equality, the Engineer will require at the cost of the

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Contractor, certified test reports from a nationally known, reputable and independent testing laboratory conducting comparative tests as directed by the Engineer between the product specified and the requested substitution. In addition, a list of five projects shall be submitted in which each product has been used and rendered satisfactory service.

- C. All requests for product substitution shall be made at least 14 days prior to the bid date.
- D. Any material savings shall be passed to the owner in the form of a contract dollar reduction. Other approved coating manufacturer system, if provided, will be shown in the Bid Schedule as a separate bid item. The Owner will decide which coating system(s) to accept.
- E. Manufacturer's color charts shall be submitted to the Engineer at least 30 days prior to coating and/or paint application. General Contractor and Painting Contractor shall coordinate work so as to allow sufficient time (normally seven to ten days) for paint to be delivered to the job site.

3.08 GENERAL REQUIREMENTS

- A. All materials shall be lead-free as defined by the Consumer Product Safety Act, Part 1303.
- B. All zinc dust pigment contained in any zinc-rich material shall meet the requirements of ASTM D 520 Type III with regard to zinc content and purity.
- C. All systems for the interior wetted portion of the tank shall meet the requirements of ANSI/NSF/CAN Standard 600 for potable water contact.
- D. All catalyzed polyurethane products shall meet the minimum requirements of SSPC Paint Specification Number 36, Level 3 Performance Level.

3.09 MATERIAL PREPARATION

- A. Mix and thin materials according to manufacturer's latest printed instructions.
- B. Do not use materials beyond manufacturer's recommended shelf life.
- C. Do not use mixed materials beyond manufacturer's recommended pot life.
- D. Do not split kits of multi-component products.

3.10 TANK INTERIOR COATING SYSTEMS

A. Steel Substrates - Interior Wet

1. **Surface Preparation Prior to Abrasive Blast Cleaning:** Weld flux and spatter shall be removed by power tool cleaning. Sharp projections shall be ground to a smooth contour. All welds shall be ground to a smooth contour as per NACE Standard SP0178, Designation D.
2. **Shop Surface Preparation:** SSPC-SP10 Near-White Metal Blast Cleaning. A minimum angular anchor profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required. All surfaces must be clean, dry, and free of contaminants.

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3. **Field spot Surface Preparation:** SSPC-SP10 Near-White Metal Blast Cleaning. A minimum angular anchor profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required. All surfaces must be clean, dry, and free of contaminants
4. **Coating System:**
 - Shop Prime Coat:** Immediately after blasting and before any rusting occurs apply Tnemec Series 93 or 94-H2O Hydro-Zinc at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3, 41-2 or 41-49 Thinner.
 - Field Spot Prime Coat:** Immediately after blasting and before any rusting occurs apply Tnemec Series 93 or 94-H2O Hydro-Zinc at 2.5 to 3.5 dry mils to bare areas. Thin only with approved thinner, Tnemec 41-3, 41-2 or 41-49 Thinner. Feather into sound existing coatings.
 - Stripe Coat:** Tnemec Series L140-1255 Pota-Pox Plus applied by brush or roller to all weld seams, edges, corners, bolts, nuts and other difficult to coat areas. Thin only with approved thinner, Tnemec 41-49 Thinner. Color shall contrast finish color.
 - Finish Coat:** Tnemec Series 21-WH16 "Off White" Epoxoline applied at 10.0 to 16.0 dry mils total in one or two coats. Thin only with approved thinner, Tnemec 41-88 Thinner.

Total dry film thickness shall be a minimum of 12.5 mils.

For cold weather applications, Series 44-710 Urethane Accelerator may be added to Series 93 /94-H2O. Series L140 may receive 44-700 accelerator .

5. **Caulking of beams and seams:**

Where present, areas between roof beams and lap joints which are not welded above the water line shall be sealed with a flexible caulking such as Sike-Flex 1A. This to be done following final application of interior coatings.

3.11 TANK EXTERIOR COATING SYSTEMS

A. Steel Substrates

1. **Shop Surface Preparation:** SSPC-SP6 Commercial Blast Cleaning. A minimum angular anchor profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.
2. **Field Spot Surface Preparation:** SSPC-SP6 Commercial Blast Cleaning. A minimum angular anchor profile of 1.5 mils as per ASTM D 4417, Method C or NACE Standard RP0287 is required.
3. **Coating System:**
 - Shop Prime Coat:** Immediately after blasting and before any rusting occurs apply Tnemec Series 93 or 94-H2O Hydro-Zinc at 2.5 to 3.5 dry mils. Thin only with approved thinner, Tnemec 41-3, 41-2 or 41-49 Thinner.

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Field Spot Prime Coat: Immediately after blasting and before any rusting occurs apply Tnemec Series 93 or 94-H2O at 2.5 to 3.5 dry mils to bare areas. Thin only with approved thinner, Tnemec 41-3, 41-2 or 41-49 Thinner. Feather into sound existing coatings.

Intermediate Coat: Tnemec Series 1095 Endura-Shield applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-39 or 41-42 Thinner. Color shall be in the same color family as finish color but visibly different to ensure coverage.

Finish Coat: Tnemec Series 700 Hydroflon applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-63 Thinner.

Logo(s) If called for: Tnemec Series 700 Hydroflon applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-63 Thinner. Some colors may require 2 coats for hide.

Total dry film thickness shall be a minimum of 6.5 mils.

For cold weather applications, Series 44-710 Urethane Accelerator may be added to Series 93/94 and 700 at the rate specified on the Series 44-710 product data sheet. Series 44-456 accelerator may be added to Series 1095.

B. Exterior Exposed Ductile Iron Pipe

1. Surface Preparation: Clean all surfaces as per NAPF 500-03-01 Solvent Cleaning using stiff bristle brushes to remove all grease, oil, factory-applied tar or bitumastic coatings and any other contaminants. Abrasive blast as per NAPF 500-03-04 Abrasive Blast Cleaning to remove existing paint and coatings and provide a minimum 1.5 mil surface profile. All surfaces must be clean, dry and free of contaminants.

2. Coating System:

Prime Coat: Tnemec Series N69 Hi-Build Epoxoline II applied at 6.0 to 8.0 dry mils. Thin only with approved thinner, Tnemec 41-4 Thinner. Roller application will require multiple applications to reach required thickness.

Intermediate Coat: Tnemec Series 1095 Endura-Shield applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-39 or 41-42 Thinner.

Finish Coat: Tnemec Series 700 Hydroflon applied at 2.0 to 3.0 dry mils. Thin only with approved thinner, Tnemec 41-63 Thinner.

Total dry film thickness shall be a minimum of 10.0 mils.

PART 3 - EXECUTION

3.12 GENERAL

A. All surface preparation, coating and painting shall conform to applicable standards of the Society for Protective Coatings, NACE International and the manufacturer's printed instructions. Materials applied to the surface prior to the approval of the Engineer shall be removed and re-applied to the satisfaction of the Engineer at the expense of the contractor.

- B.** All work shall be performed by skilled craftsmen qualified to perform the required work in a manner comparable with the best standards of practice. Continuity of personnel shall be coordinated with the Engineer.
- C.** The Contractor shall provide a supervisor at the work site during cleaning and application operations. The supervisor shall have the authority to sign change orders, coordinate work and make decisions pertaining to the fulfillment of the contract.
- D.** Dust, dirt, oil, grease or any foreign matter that will affect the adhesion or durability of the coating or paint must be removed by washing with clean rags dipped in an approved cleaning solvent and wiped dry with clean rags.
- E.** Coating and painting systems include surface preparation, prime coating and finish coatings. Unless otherwise approved in writing by the Engineer, prime coating shall be field applied. Where prime coatings are shop applied, the Contractor shall instruct suppliers to provide the prime coat compatible with the specified finish coat. Any off-site work which does not conform to this specification, is subjected to damage during transportation, construction or installation shall be thoroughly cleaned and touched-up in the field as directed by the Engineer. The Contractor shall use repair procedures which insure the complete protection of all adjacent primer. The specified repair method and equipment may include wire-brushing, hand or power tool cleaning, or dry air blast cleaning. In order to prevent injury to surrounding painted surfaces, blast cleaning may require use of lower air pressure, smaller nozzle and/or abrasive blast particles, or shorter blast nozzle distances from surface shielding and masking. If damage is too extensive or uneconomical to touch-up, the entire item shall be blasted and then coated or painted as directed by the Engineer.
- F.** The Contractor's coating and painting equipment shall be designed for application of materials specified and shall be maintained in first class working condition. Compressors shall have suitable traps and filters to remove water and oils from the air. Contractor's equipment shall be subject to approval of the Engineer.
- G.** Application of the first coat shall follow immediately after surface preparation and cleaning before rust bloom occurs or the same day, whichever is less. Any cleaned areas not receiving first coat within this period shall be recleaned prior to application of first coat. Use of dehumidification equipment shall be first reviewed by the Engineer and coatings manufacturer prior to deviating from this provision.
- H.** Prior to assembly, all surfaces made inaccessible after assembly shall be prepared as specified herein and shall receive the coating or paint system specified.

3.13 SURFACE PREPARATION

- A.** The latest revision of the following surface preparation specifications of the Society for Protective Coatings (SSPC) shall form a part of this specification. The summaries listed below are for informational purposes; consult the actual SSPC specification for full detail.
 - 1.** **Solvent Cleaning (SSPC-SP1):** Removal of oil, grease, soil and other contaminants by use of solvents, emulsions, cleaning compounds, steam cleaning or similar materials and methods which involve a solvent or cleaning action.
 - 2.** **Hand Tool Cleaning (SSPC-SP2):** Removal of loose rust, loose mil scale and other detrimental foreign matter to a degree specified by hand chipping, scraping, sanding and wire-brushing

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3. **Power Tool Cleaning (SSPC-SP3):** Removal of loose rust, loose mil scale and other detrimental foreign matter by power wire-brushing, power impact tools or power sanders.
 4. **White Metal Blast Cleaning (SSPC-SP5/NACE No. 1):** Air blast cleaning to a gray-white uniform metallic color until each element of surface area is free of all visible residues.
 5. **Commercial Blast Cleaning (SSPC-SP6 NACE No. 3):** Air blast cleaning until at least two-thirds of each element of surface area is free of all visible residues.
 6. **Brush-Off Blast Cleaning (SSPC-SP7 NACE No. 4):** Air blast cleaning to remove loose rust, loose mil scale and other detrimental foreign matter to a degree specified.
 7. **Near-White Metal Blast Cleaning (SSPC-SP10 NACE No. 2):** Air blast cleaning until at least 95% of each element of surface area is free of all visible residues.
 8. **Power Tool Cleaning to Bare Metal (SSPC-SP11):** Differs from SSPC-SP3 in that it requires more thorough cleaning and a surface profile not less than 1 mil.
- B.** Slag, weld metal accumulation and spatters not removed by the Fabricator, Erector or Installer shall be removed by chipping and/or grinding. All sharp edges shall be peened, ground or otherwise blunted as required by the Engineer. All grinding and finishing of welds, edges, etc. shall be performed prior to solvent cleaning and abrasive blasting. Welds shall be prepared as per NACE Standard SPO178 for all interior and exterior surfaces:
1. **Butt Welds:** Shall be ground smooth and free of all defects, designation "D".
 2. **Lap Welds:** Shall be ground smooth and blended, designation "D".
 3. **Fillet Welded Tee Joint:** Shall be ground smooth and blended, designation "D".
- C.** Field blast cleaning for all surfaces shall be by dry method unless otherwise directed. Blast nozzles shall be venturi-type nozzles with a minimum pressure at the nozzle of 90 psi.
- D.** Particle size of abrasives used in blast cleaning shall be that which will produce the specified surface profile or in accordance with recommendations of the manufacturer of the specified coating or paint system to be applied.
- If the profile of the blasted steel exceeds the profile specified above, the Contractor shall be required to do one or both of the following:
1. Reblast the surface using a finer aggregate in order to produce the required profile.
 2. Apply a thicker prime coat, if possible given the limitations of the products being applied, in order to adequately cover the blast profile
- E.** Abrasive used in blast cleaning operations shall be new, washed, graded and free of contaminants that would interfere with adhesion of coating or paint and shall not be reused unless specifically approved in writing by the Engineer.
- F.** During blast cleaning operations, caution shall be exercised to ensure that existing coatings or paint are not exposed to abrasion from blast cleaning.

**CRITTENDEN-LIVINGSTON UTILITY DISTRICT
WATER TREATMENT PLANT EXPANSION (PHASE I)**

- G. The Contractor shall keep the area of his work and the surrounding environment in a clean condition. He shall not permit blasting materials to accumulate as to constitute a nuisance or hazard to the accomplishment of the work, the operation of the existing facilities or to the surrounding environment.
- H. Blast cleaned surfaces shall be cleaned prior to application of specified coatings or paint. All surfaces shall be free of dust, dirt, and other residue resulting from the abrasive blasting operation. No coatings or paint shall be applied over damp or moist surfaces.
- I. Pitted areas on the tank interior shall be repaired by either filling with Tnemec Series 215 Surfacing Epoxy or by welding. Epoxy filler shall be feathered smooth. Filler shall be applied after primer and prior to the application of the finish coat. No protrusions or spatter will be allowed. Pits equal or greater in depth to one-half (1/2) of the steel thickness shall be filled by welding.
- J. **Specific Surface Preparation:** Surface preparation for the specific system shall be as noted in Sections 2.04 and 2.05.

3.14 APPLICATION, GENERAL

- A. Coating and paint application shall conform to the requirements of the Society for Protective Coatings Paint Application Specification SSPC-PA1, latest revision, for "Shop, Field and Maintenance Painting".
- B. Thinning shall be permitted only as recommended by the manufacturer and approved by the Engineer, and utilizing the thinners stated in Sections 2.04 and 2.05.
- C. Each application of coating or paint shall be applied evenly, free of brush marks, sags, runs, with no evidence of poor workmanship. Care shall be exercised to avoid lapping onto hardware or items not scheduled for coatings. Coatings and paints shall be sharply cut to lines. Finished surfaces shall be free from defects or blemishes.
- D. When two coats of coating or paint are specified, where possible, the first coat shall contain sufficient approved color additive to act as an indicator of coverage or the two coats must be of contrasting color.
- E. Film thickness per coat as specified in Sections 2.04 and 2.05 are the minimum required. If roller application is deemed necessary, the Contractor shall apply additional coats as to achieve the specified thickness.
- F. All material shall be as specified.

3.15 COATING SYSTEMS APPLICATION

- A. After completion of surface preparation as specified for the specific system, materials shall be applied as noted in Sections 2.04 and 2.05.
- B. Care shall be taken so as to eliminate overspray and dry spray on the tank interior. Where such conditions are encountered, the surface shall be cleaned of all over spray and dry spray prior to the application of the succeeding coat.
- C. Areas rendered inaccessible after tank erection such as the spaces between roof plates and rafters shall receive the full coating system prior to erection and/or assembly.

3.16 DISINFECTION

- A. Disinfection of interior surfaces shall be performed in the presence of the Engineer in accordance with all the requirements of applicable AWWA Standards and regulatory agencies. Reference ANSI/AWWA C652 Disinfection of Water Storage Facilities.
- B. Disinfection shall be performed after protective coatings have been applied to the interior surfaces and allowed to thoroughly cure.
- C. Prior to disinfecting, the complete interior shall be washed down with clean water and thoroughly flushed out.

3.17 ONE YEAR ANNIVERSARY INSPECTION

- A. Owner shall set a date for a one year inspection.
- B. Inspection will be attended by an owner's representative, engineer, and painting contractor.
- C. Any deficiencies in the coatings system will be repaired at the contractor's expense

3.18 SOLVENT VAPOR REMOVAL

- A. All solvent vapors shall be completely removed by suction-type exhaust fans and blowers before placing tank in operating service.
- B. All solvent vapors will be exhausted both during and after coating application as per AWWA D 102 to allow the proper curing of the coating material.
- C. Ventilation shall be continued until such time as the coating has reached "full cure" as specified by the coating manufacturer.

3.19 CLEAN UP

- A. Upon completion of the work, all staging, scaffolding and containers shall be removed from the site or destroyed in a manner approved by the Engineer. Coating or paint spots or oil stains upon adjacent surfaces shall be removed and the jobsite cleaned. All damage to surfaces resulting from the work of this section shall be cleaned, repaired or refinished to the satisfaction of the Engineer at no cost to the Owner.

END OF SPECIFICATION

**PERMIT APPROVALS
FOR
KCDBG FUNDED CONSTRUCTION PROJECTS**

**WATER TREATMENT PLANT EXPANSION
PHASE I (CLEARWELL)**

FOR

**CRITTENDEN-LIVINGSTON
WATER UTILITY DISTRICT**

Salem, Kentucky



SEPTEMBER 2024

Prepared By:

HUSSEY GAY BELL
— *Established 1958* —

**4117 HILLSBORO PIKE, SUITE 206
NASHVILLE, TENNESSEE 37215**



Andy Beshear
GOVERNOR

ENERGY AND ENVIRONMENT CABINET
DEPARTMENT FOR ENVIRONMENTAL PROTECTION

Rebecca W. Goodman
SECRETARY

300 Sower Boulevard
Frankfort, Kentucky 40601
Phone: (502) 564-2150
Fax: 502-564-4245

Anthony R. Hatton
COMMISSIONER

November 12, 2024

Tony Travis
Crittenden Livingston Co Water District
620 E Main
Salem, KY 42078

RE: WTP Upgrades Phase 1
Livingston County, KY
Crittenden Livingston Co Water District
AI#: 2727, APE20240002
PWSID # 0700532-24-002

Dear Mr. Travis:

We have received the Plans and Specifications for the above referenced project. The project consists of installation of a 300,000-gallon clearwell and necessary piping and appurtenances. This is to advise that plans and specifications covering the above referenced subject are APPROVED with respect to sanitary features of design as of this date with the requirements contained in the attached construction permit and the following stipulations:

- a) The capacity of the treatment plant shall remain unchanged.

If you have any questions concerning this project, please contact Cassie Campbell at 502-782-6909.

Sincerely,

A handwritten signature in black ink, appearing to read "T. Humphries".

Terry Humphries, P.E.
Supervisor, Engineering Section
Water Infrastructure Branch
Division of Water

TH :CC
Enclosures

c: Hussey Gay Bell-Nashville LLC
Livingston County Health Department
Division of Plumbing
Paducah Regional Office

Treatment-Modification
Crittenden Livingston Co Water District
Facility Requirements

Activity ID No.:APE20240002

Page 1 of 5

GACT0000000015 (WTP Upgrades Ph 1) 300,000 gallon clearwell:

Narrative Requirements:

Condition No.	Condition
T-1	Construction of this project shall not result in the water system's inability to supply consistent water service in compliance with 401 KAR 8:010 through 8:600. [401 KAR 8:100 Section 5]
T-2	The public water system shall not implement a change to the approved plans without the prior written approval of the cabinet. [401 KAR 8:100 Section 4(3)]
T-3	A proposed change to the approved plans affecting sanitary features of design shall be submitted to the cabinet for approval in accordance with Section 2 of this administrative regulation. [401 KAR 8:100 Section 4(2)]
T-4	During construction, a set of approved plans and specifications shall be available at the job site. Construction shall be performed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 3(1)]
T-5	Unless construction begins within two (2) years from the date of approval of the final plans and specifications, the approval shall expire. [401 KAR 8:100 Section 3(3)]
T-6	Upon completion of construction, a professional engineer shall certify in writing that the project has been completed in accordance with the approved plans and specifications. [401 KAR 8:100 Section 4(1)]
T-7	A public or semipublic water system shall be subject to the requirements of 401 KAR Chapter 8, except those exempted in 40 CFR 141.3, effective July 1, 2007. [401 KAR 8:020 Section 1]
T-8	The owner or operator of a public water system shall operate and maintain the facilities and systems of treatment, intake, and distribution to comply with the provisions of 401 KAR Chapter 8 including effective performance; preventive maintenance; operator staffing and training pursuant to 401 KAR 8:030, 11:040, and 11:050; establishing representative sample points that comply with the requirements of 401 KAR Chapter 8; and adequate process controls for testing, including quality assurance procedures. [401 KAR 8:020 Section 3(6)]
T-9	Operation and Maintenance Manual. Each public water system shall develop and keep on the premises, for operator and employees of the system, an operation and maintenance manual. [401 KAR 8:020 Section 2(12)]
T-10	A person shall not introduce into the water supply system a substance that may have a deleterious physiological effect, or for which physiological effects may not be known. [401 KAR 8:020 Section 2(14)]
T-11	The storage structure drain shall discharge to the ground surface with no direct connection to a sewer or storm drain. [Recommended Standards for Water Works 7.3.2]

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Facility Requirements

Activity ID No.:APE20240002

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GACT000000015 (WTP Upgrades Ph 1) 300,000 gallon clearwell:

Narrative Requirements:

Condition No.	Condition
T-12	The minimum storage capacity (or equivalent capacity) for systems not providing fire protection shall be equal to the average daily consumption. [Recommended Standards for Water Works 7.0.1.b]
T-13	The overflow pipe shall be of sufficient diameter to permit waste of water in excess of the filling rate. [Recommended Standards for Water Works 7.0.7.d]
T-14	Finished water storage structures shall be designed with reasonably convenient access to the interior for cleaning and maintenance. [Recommended Standards for Water Works 7.0.8]
T-15	Finished water storage structures shall be vented. Vents shall prevent the entrance of surface water, rainwater, bird, and animals. The overflow pipe shall not be considered a vent. Open construction between the sidewall and roof is not permissible. [Recommended Standards for Water Works 7.0.9]
T-16	Finished water storage structures and their appurtenances, especially the riser pipes, overflows, and vents, shall be designed to prevent freezing. Equipment used for freeze protection that will come into contact with the potable water shall meet ANSI/NSF Standard 61. [Recommended Standards for Water Works 7.0.13]
T-17	If a flapper valve is utilized, a screen shall be provide inside the valve. Provisions must be included to prevent the flapper from freezing shut. [Recommended Standards for Water Works 7.0.7.e]
T-18	The roof and sidewalls of all water storage structures must be watertight with no openings except properly constructed vents, manholes, overflows, risers, drains, pump mountings, control ports, or piping for inflow and outflow. [Recommended Standards for Water Works 7.0.10]
T-19	Any pipes running through the roof or sidewall of a metal storage structure must be welded, or properly gasketed. In concrete tanks, these pipes shall be connected to standard wall castings which were poured in place during the forming of the concrete. [Recommended Standards for Water Works 7.0.10.a]
T-20	Openings in the roof of a storage structure designed to accommodate control apparatus or pump columns, shall be curbed and sleeved with proper additional shielding to prevent contamination from surface or floor drainage. [Recommended Standards for Water Works 7.0.10.b]
T-21	Valves and controls should be located outside the storage structure so that the valve stems and similar projections will not pass through the roof or top of the reservoir. [Recommended Standards for Water Works 7.0.10.c]
T-22	Every catwalk over finished water in a storage structure shall have a solid floor with sealed raised edges, designed to prevent contamination from shoe scrapings and dirt. [Recommended Standards for Water Works 7.0.14]

Treatment-Modification
Crittenden Livingston Co Water District
Facility Requirements

Activity ID No.:APE20240002

GACT000000015 (WTP Upgrades Ph 1) 300,000 gallon clearwell:

Narrative Requirements:

Condition No.	Condition
T-23	The discharge pipes from water storage structures shall be located in a manner that will prevent the flow of sediment into the distribution system. [Recommended Standards for Water Works 7.0.15]
T-24	Smooth-nosed sampling tap(s) shall be provided to facilitate collection of water samples for both bacteriological and chemical analyses. The sample tap(s) shall be easily accessible. [Recommended Standards for Water Works 7.0.19]
T-25	Sewers, drains, standing water, and similar sources of possible contamination must be kept at least 50 feet from water storage facilities. Gravity sewers constructed of water main quality pipe, pressure tested in place without leakage, may be used at distances greater than 20 feet but less than 50 feet. [Recommended Standards for Water Works 7.0.2.c]
T-26	The roof of the storage structure shall be well drained. Downspout pipes shall not enter or pass through the reservoir. [Recommended Standards for Water Works 7.0.10.d]
T-27	Porous material, including wood and concrete block shall not be used for potable water contact applications. [Recommended Standards for Water Works 7.0.11]
T-28	All finished water storage structures shall have suitable watertight roofs which exclude birds, animals, insects, and excessive dust. [Recommended Standards for Water Works 7.0.3]
T-29	Fencing, locks on access manholes, and other necessary precautions shall be provided to prevent trespassing, vandalism, and sabotage. [Recommended Standards for Water Works 7.0.4]
T-30	Ladders, ladder guards, balcony railings, and safely located entrance hatches shall be provided where applicable. [Recommended Standards for Water Works 7.0.12.a]
T-31	All water storage structures shall be provided with an overflow which is brought down to an elevation between 12 and 24 inches above the ground surface, and discharges over a drainage inlet structure or a splash plate. All overflow pipes shall be located so that any discharge is visible. [Recommended Standards for Water Works 7.0.7]
T-32	No drain on a water storage structure may have a direct connection to a sewer or storm drain. [Recommended Standards for Water Works 7.0.5]
T-33	The design shall allow draining the storage facility for cleaning or maintenance without causing loss of pressure in the distribution system. [Recommended Standards for Water Works 7.0.5]

Treatment-Modification
Crittenden Livingston Co Water District
Facility Requirements

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GACT0000000015 (WTP Upgrades Ph 1) 300,000 gallon clearwell:

Narrative Requirements:

Condition No.	Condition
T-34	No overflow may be connected directly to a sewer or a storm drain. [Recommended Standards for Water Works 7.0.7]
T-35	Proper protection shall be given to metal surfaces by paints or other protective coatings, by cathodic protective devices, or by both. [Recommended Standards for Water Works 7.0.17]
T-36	Paint systems shall meet ANSI/NSF standard 61. [Recommended Standards for Water Works 7.0.17.a]
T-37	Interior paint must be applied, cured, and used in a manner consistent with the ANSI/NSF approval. [Recommended Standards for Water Works 7.0.17.a]
T-38	After curing, the coating shall not transfer any substance to the water which will be toxic or cause taste or odor problems. [Recommended Standards for Water Works 7.0.17.a]
T-39	Wax coatings for the tank interior shall not be used on new tanks. [Recommended Standards for Water Works 7.0.17.b]
T-40	Old wax coating must be completely removed before using another tank coating. [Recommended Standards for Water Works 7.0.17.b]
T-41	Finished water storage structures shall be disinfected in accordance with AWWA Standard C652. Two or more successive sets of samples, taken at 24-hour intervals, shall indicate microbiologically satisfactory water before the facility is placed into operation. [Recommended Standards for Water Works 7.0.18.a]
T-42	The disinfection procedure specified in AWWA Standard C652 chlorination method 3, section 4.3 which allows use of the highly chlorinated water held in the storage tank for disinfection purposes, is prohibited unless the initial heavily chlorinated water is properly disposed. [Recommended Standards for Water Works 7.0.18.c]
T-43	The overflow for a ground-level storage reservoir shall open downward and be screened with twenty-four mesh non-corrodible screen. [Recommended Standards for Water Works 7.0.7.b]
T-44	Each ground level structure manhole shall be elevated at least 24 inches above the top of the tank or covering sod, whichever is higher. [Recommended Standards for Water Works 7.0.8.2]
T-45	Each ground level structure manhole shall be fitted with a solid water tight cover which overlaps a framed opening and extends down around the frame at least two inches. The frame shall be at least four inches high. Each cover shall be hinged on one side, and shall have a locking device. [Recommended Standards for Water Works 7.0.8.2]

Treatment-Modification
Crittenden Livingston Co Water District
Facility Requirements

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GACT0000000015 (WTP Upgrades Ph 1) 300,000 gallon clearwell:

Narrative Requirements:

Condition No.	Condition
T-46	Ground level structure vents shall open downward with the opening at least 24 inches above the roof or sod and covered with twenty-four mesh non-corrodible screen. [Recommended Standards for Water Works 7.0.9.d]
T-47	The area surrounding a ground-level structure shall be graded in a manner that will prevent surface water from standing within 50 feet of it. [Recommended Standards for Water Works 7.0.16]
T-48	The bottom of ground level reservoirs and standpipes should be placed at the normal ground surface and shall be above the 100 Year Flood or the highest flood of record. [Recommended Standards for Water Works 7.0.2.b]
T-49	The roof of concrete reservoirs with earthen cover shall be sloped to facilitate drainage. [Recommended Standards for Water Works 7.0.10.e]
T-50	If the bottom elevation of a storage reservoir must be below normal ground surface, it shall be placed above the groundwater table. At least 50 percent of the water stored should be above grade. [Recommended Standards for Water Works 7.0.2.c]
T-51	The top of a partially buried storage structure shall not be less than two feet above normal ground surface. [Recommended Standards for Water Works 7.0.2.d]
T-52	Reservoirs with pre-cast concrete roof structures must be made watertight with the use of a waterproof membrane or similar product. [Recommended Standards for Water Works 7.0.10.f]

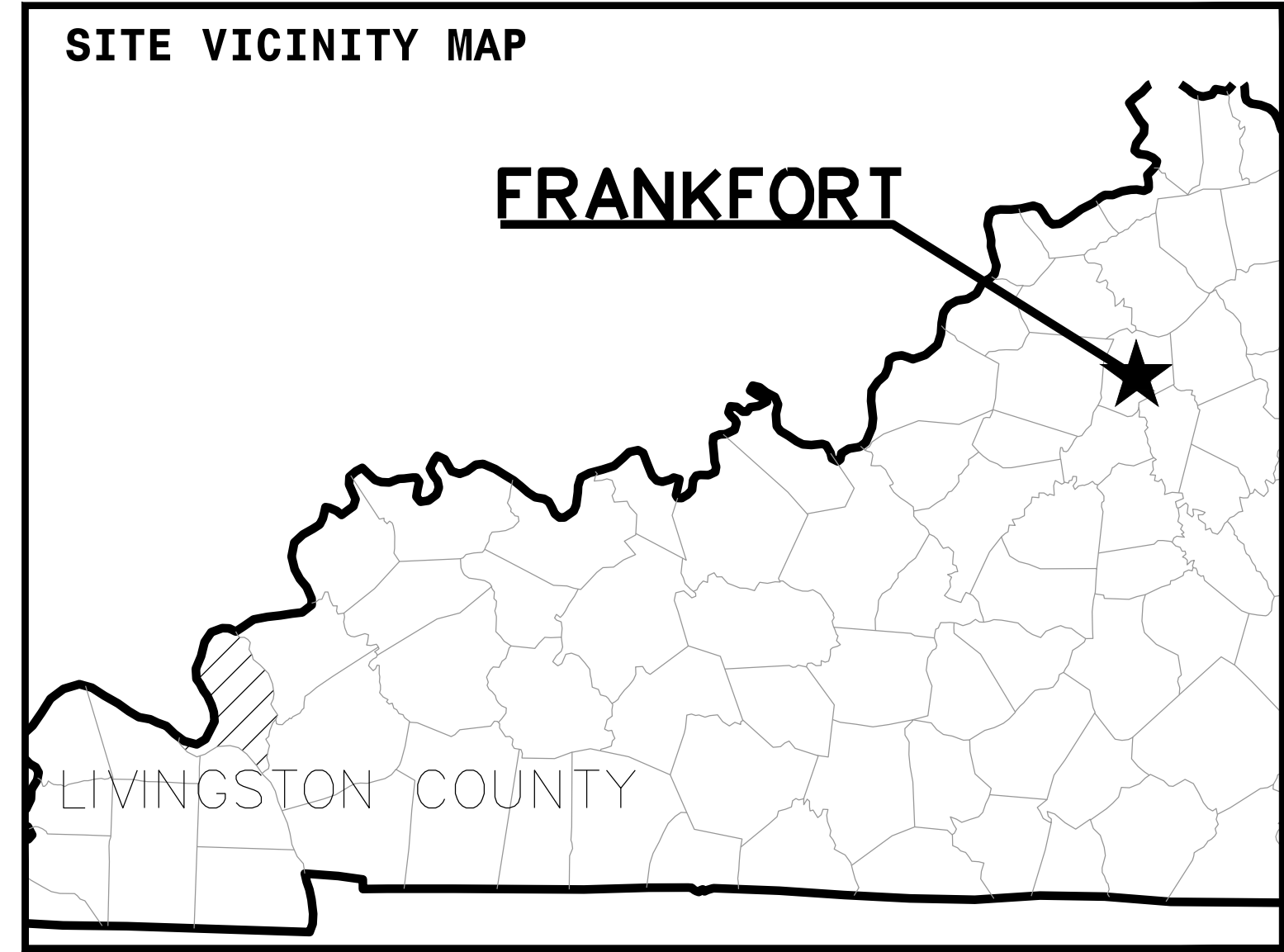
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EXISTING	PROPOSED	
---	---	BOUNDARY LINE / ROAD R/W
---	---	ROAD / DRIVEWAY CENTERLINE
SS	SS	SANITARY SEWER
SD	SD	STORM DRAIN
W	W	WATER MAIN
OHP	OHP	OVERHEAD POWER LINE
UGP	UGP	UNDERGROUND PRIMARY POWER
UGS	UGS	UNDERGROUND SECONDARY POWER
UGT	UGT	UNDERGROUND TELEPHONE
CATV	CATV	UNDERGROUND CABLE TELEVISION
XXX	XXX	UTILITY LINE AS NOTED
SF	SF	SILT FENCE
FH	FH	FIRE HYDRANT
FDC	FDC	FIRE DEPARTMENT CONNECTION
PP	PP	POWER POLE
		WATER METER
		GAS/WATER VALVE
CO	CO	CLEAN OUT
		INLET (TYPE AS NOTED)
		SANITARY SEWER MANHOLE
		STORM DRAIN MANHOLE
		SITE LIGHT POLE AND FIXTURE
9.8 FG	9.8 FG	FINISHED GRADE ELEVATION
9.80 TW	9.80 TW	TOP OF WALK ELEVATION
9.80 TC	9.80 TC	TOP OF CURB ELEVATION
9.80 TP	9.80 TP	TOP OF PAVING ELEVATION
9.80 G	9.80 G	GUTTER ELEVATION
IE 9.80	IE 9.80	INVERT ELEVATION
		ASPHALT PAVEMENT
		CONCRETE PAVEMENT
		CONCRETE CURB
		CONCRETE CURB & GUTTER
62	62	CONTOUR
		DRAINAGE FLOW
RCP	RCP	REINFORCED CONCRETE PIPE
CPP	CPP	CORRUGATED PLASTIC PIPE
PVC	PVC	POLYVINYL CHLORIDE PIPE
D.I.P.	D.I.P.	DUCTILE IRON PIPE

CLEARWELL & GENERATOR PHASE 1 FOR CRITTENDEN-LIVINGSTON WATER DISTRICT 716 LIV-CRITT WATER PLANT ROAD SALEM, KY 42078

- GENERAL NOTES:**
- A COMPLETE SET OF APPROVED DRAWINGS MUST BE MAINTAINED ON SITE AT ALL TIMES THAT THE CONTRACTOR IS PERFORMING WORK.
 - WITHIN ALL NOTES, THE TERM CONTRACTOR SHALL MEAN THE GENERAL CONTRACTOR AND ANY SUBCONTRACTOR OR VENDOR PERFORMING CONSTRUCTION ON THE SITE.
 - SHOULD THE CONTRACTOR FIND ANY DISCREPANCIES ON THE DRAWINGS, OR IN THE FIELD PRIOR TO BEGINNING WORK OR DURING CONSTRUCTION, HE SHALL IMMEDIATELY NOTIFY THE ENGINEER.
 - BOUNDARY AND TOPOGRAPHIC SURVEY PROVIDED BY OTHERS AND HAS NOT BEEN FIELD VERIFIED BY THE ENGINEER. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY EXISTING FIELD CONDITIONS AND REPORT ANY DISCREPANCIES OR CONFLICTS TO THE ENGINEER PRIOR TO CONSTRUCTION.
 - THE CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING ALL UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION AND IS RESPONSIBLE FOR ANY DAMAGE TO THEM DURING CONSTRUCTION. CONTRACTOR SHALL CONTACT THE STATE'S LOCATION SERVICE AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
 - THE CONTRACTOR SHALL COMPLY WITH ALL RULES AND REGULATIONS OF FEDERAL, STATE, COUNTY AND LOCAL MUNICIPALITIES.
 - ALL MATERIALS, METHODS AND DETAILS OF CONSTRUCTION SHALL CONFORM TO THE STANDARD SPECIFICATIONS OF THE LOCAL MUNICIPALITY AND/OR THE APPROPRIATE UTILITY COMPANY, WHICHEVER TAKES PRECEDENCE.
 - ALL RIGHT-OF-WAY CONSTRUCTION SHALL MEET LOCAL AND STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS, LATEST EDITION.
 - THE CONTRACTOR IS REQUIRED TO MEET ALL APPLICABLE FEDERAL, OSHA, STATE, & LOCAL REGULATIONS CONCERNING PROJECT SAFETY AND ASSUMES FULL RESPONSIBILITY FOR SAFETY ON THE PROJECT.
 - GENERAL CONTRACTOR SHALL VERIFY THAT ALL NECESSARY PERMITS FOR CONSTRUCTION HAVE BEEN OBTAINED PRIOR TO THE START OF THE PROJECT.
 - ANY CONSTRUCTION TRAILERS USED ON-SITE SHALL BE PERMITTED THROUGH LOCAL GOVERNING AGENCY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO ACQUIRE ALL NECESSARY PERMITS.
 - GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGES TO EXISTING INFRASTRUCTURE WITHIN THE SITE OR ADJOINING PROPERTIES (I.E. PAVEMENT, CURB, SIDEWALK, UTILITIES, LANDSCAPED AREAS ETC.). CONTRACTOR SHALL REPAIR/REPLACE ALL DAMAGED ITEMS IMMEDIATELY, IF NECESSARY, OR PRIOR TO THE END OF THE JOB AND AT NO COST TO THE OWNER IN ACCORDANCE WITH LOCAL REGULATOR REQUIREMENTS.
 - SITE WORK CONTRACTOR IS RESPONSIBLE FOR PROVIDING AS-BUILT RECORD DRAWINGS PREPARED BY A SOUTH CAROLINA REGISTERED LAND SURVEYOR FOR SANITARY SEWER AND WATER DISTRIBUTION UTILITIES AS-BUILTS TO MEET THE REQUIREMENTS OF THE UTILITY PROVIDER AND STORM DRAINAGE AS-BUILTS TO MEET THE REQUIREMENTS OF THE NPDES REVIEW AUTHORITY TO INCLUDE AS-BUILTS, PIPING PROFILES, EASEMENT PLATS, VALVE CARDS, AND OTHER CLOSE-OUT DOCUMENTATION AS NECESSARY TO OBTAIN FINAL CERTIFICATIONS FOR UTILITIES AND STORM DRAINAGE SYSTEMS BY THE ENGINEER AND ASSOCIATED REVIEW AUTHORITIES.
 - THE GENERAL CONTRACTOR IS RESPONSIBLE FOR COORDINATING INSTALLATION OF ALL UTILITIES BY THE APPROPRIATE UTILITY COMPANY AND SUBCONTRACTORS PERFORMING WORK TO AVOID CONFLICTS. GENERAL CONTRACTOR IS ALSO RESPONSIBLE FOR SCHEDULING INSTALLATION OF ALL UTILITIES IN A TIMELY, ORGANIZED, AND SYSTEMATIC MANNER.
 - IN THE EVENT OF A CONFLICT WITH WATER, SEWER, DRAINAGE OR OTHER UTILITY LINES, THE CONTRACTOR SHALL COORDINATE WITH THE ENGINEER PRIOR TO MAKING FIELD ADJUSTMENTS.
 - THE CONTRACTOR IS RESPONSIBLE FOR THE REMOVAL AND DISPOSAL OF ALL RUBBISH, TRASH, DEBRIS, AND ORGANIC MATERIAL IN A LEGAL MANNER.
 - THE CONTRACTOR SHALL REFERENCE THE GEOTECHNICAL REPORT AVAILABLE FROM THE OWNER AND COMPLY WITH ALL REPORT RECOMMENDATIONS. IF A CONFLICT ARISES BETWEEN CIVIL DOCUMENTS AND GEOTECHNICAL REPORT, THE MORE STRINGENT SHALL GOVERN.

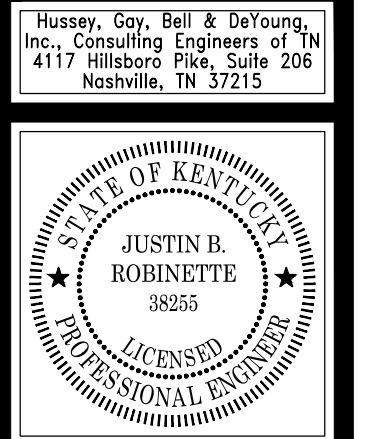
SHEET INDEX	
Sheet Number	Sheet Title
C001	COVER SHEET
C101	LOCATION MAP
C102	EXISTING CONDITIONS
C201	SITE PLAN
C301	GRADING & DRAINAGE PLAN
C401	UTILITY PLAN
C420	UTILITY DETAILS



PROJECT CONTACTS

DEVELOPER	SURVEYOR	CIVIL/SITE	LANDSCAPE	PLANNING	ENGINEERING	TRANSPORTATION
CRITTENDEN-LIVINGSTON COUNTY WATER DISTRICT 620 EAST MAIN STREET SALEM, KY 42078 CONTACT: TYLER PIERSON PHONE: 270-988-2680 FAX: EMAIL: piersonclw@gmail.com	WEST KENTUCKY LAND SURVEY, LLC 39 MUSTANG LN SIMPSON, IL 62985 CONTACT: ANDREW JULIAN, PLS PHONE: 618-759-2399 FAX: EMAIL: wkls4193@gmail.com	HUSSEY GAY BELL 4117 HILLSBORO PIKE, SUITE 206 NASHVILLE, TN 37215 CONTACT: JUSTIN ROBINETTE PHONE: 615-460-7515 FAX: EMAIL: jrobinette@husseygaybell.com ENGINEER OF RECORD: JUSTIN ROBINETTE, PE	CONTACT: PHONE: FAX: EMAIL:	CONTACT: PHONE: FAX: EMAIL:	CONTACT: PHONE: FAX: EMAIL:	CONTACT: PHONE: FAX: EMAIL:

* SEE SITE UTILITY PLAN FOR UTILITY CONTACTS.
 * THE INDIVIDUALS LISTED HERE-IN ARE INTENDED TO BE POINTS OF CONTACT AND ARE NOT NECESSARILY THE PROFESSIONALS OF RECORD. REFER TO THE INDIVIDUAL DISCIPLINE PLANS FOR INFORMATION REGARDING THE RESPECTIVE PROFESSIONALS OF RECORD.



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MDL	MDL	RDS

DATE: 08/23/24
 JOB NO. 922101003
 SCALE: NTS

CLEARWELL & GENERATOR PHASE 1
 716 LIV-CRITT WATER PLANT ROAD
 SALEM, KY 42078
 FOR
CRITTENDEN-LIVINGSTON WATER DISTRICT
COVER SHEET

DRAWING NUMBER
C001

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CLEARWELL & GENERATOR PHASE I
 716 LIV-CRITT WATER PLANT ROAD
 SALEM, KY 42076
 FOR
 CRITTENDEN-LIVINGSTON WATER DISTRICT
LOCATION MAP

DRAWING NUMBER
C101

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JUSTIN B. ROBINETTE
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LICENSED PROFESSIONAL ENGINEER

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CLEARWELL & GENERATOR PHASE I
716 LIV-CRITT WATER PLANT ROAD
SALEM, KY 42078
FOR
CRITTENDEN-LIVINGSTON WATER DISTRICT
EXISTING CONDITIONS

DRAWING NUMBER
C102

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MAP NOTE:

1. ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A LAND SURVEY PREPARED BY: WEST KENTUCKY LAND SURVEY, LLC.
2. TRANSFER OF SITE BENCHMARK(S) IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL ONLY BE COMPLETED BY A SURVEYOR LICENSED/REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.
3. THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING BENCHMARK PRIOR TO ANY CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. FIELD VERIFICATION CAN BE ACCOMPLISHED BY CHECKING A MINIMUM OF TWO FIXED OBJECTS DISPLAYED ON THE SURVEY (I.E. MANHOLE RIM, STORM GRATE, PIPE INVERTS, ETC.).
4. COORDINATE SYSTEM: NAD83(HARN) / KENTUCKY SINGLE ZONE.

Hussey, Gay, Bell & DeYoung, Inc., Consulting Engineers of TN
4117 Hillsboro Pike, Suite 206
Nashville, TN 37215

JUSTIN D. ROBINETTE
38255
LICENSED PROFESSIONAL ENGINEER

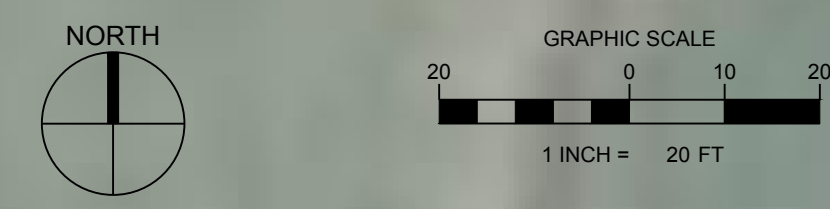
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JOB NO. 922101003		
SCALE: AS NOTED		

CLEARWELL & GENERATOR PHASE 1
716 LIV-CRITT WATER PLANT ROAD
SALEM, KY 42078
FOR
CRITTENDEN-LIVINGSTON WATER DISTRICT
SITE PLAN

DRAWING NUMBER
C201





TRACT 5
Deed Book 149, Page 23
2.97 ac.
(See Note #3)

EXISTING WATER TREATMENT PLANT
WTP METAL BLDG.

EXISTING CLEARWELL
200,000 GAL.

EXISTING CLEARWELL
100,000 GAL.

EXISTING LAGOON 1

EXISTING LAGOON 2

CONCRETE PAD = 371.50.
CONCRETE FOUNDATION TO HAVE
0.50 IN. EXPOSED FOR FINISHED TANK
ELEVATION OF 372.00

DIVERSION DITCH

TRIPLE HACKBERRY

3"x6" STONE FOUND

- MAP NOTE:**
1. ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A LAND SURVEY PREPARED BY: WEST KENTUCKY LAND SURVEY, L.L.C.
 2. TRANSFER OF SITE BENCHMARK(S) IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL ONLY BE COMPLETED BY A SURVEYOR LICENSED/REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.
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 4. COORDINATE SYSTEM: NAD83(HARN) / KENTUCKY SINGLE ZONE.

- GRADING NOTES:**
1. TOTAL DISTURBED AREA IS LESS THAN ONE ACRE. THIS PROJECT IS EXEMPT FROM KENTUCKY'S KYR10 GENERAL PERMIT FOR THE DISCHARGE OF STORMWATER ASSOCIATED WITH CONSTRUCTION ACTIVITY.
 2. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ALL HORIZONTAL AND VERTICAL SURVEY CONTROLS.
 3. CONTRACTOR SHALL REMOVE ALL STRIPPINGS, DEBRIS AND EXCESS EXCAVATED MATERIALS FROM THE SITE AND DISPOSE OF IN A LEGAL MANNER.
 4. THE CONTRACTOR IS RESPONSIBLE FOR ALL EXCAVATIONS AND GRADING INCLUDING FURNISHING OFF-SITE BORROW AS REQUIRED TO MEET PLAN GRADES.
 5. IF UNSUITABLE SUBGRADE MATERIALS ARE ENCOUNTERED, THE CONTRACTOR IS RESPONSIBLE FOR REMOVAL AND REPLACEMENT (FROM OFF-SITE BORROW MATERIAL) OF ALL UNSUITABLE MATERIAL TO MEET COMPACTION REQUIREMENTS UNDER PAVED SURFACES. UNSUITABLE MATERIALS ARE THOSE CLASSIFIED AS MH, CH, OH, CL AND PEAT IN ACCORDANCE WITH THE UNIFIED SOIL CLASSIFICATION SYSTEM. UNLESS APPROVED IN WRITING BY THE PROJECT GEOTECHNICAL ENGINEER, THE SITE ENGINEER AND GEOTECHNICAL ENGINEER, SHALL BE NOTIFIED IMMEDIATELY UPON ENCOUNTERING UNSUITABLE SUBGRADE MATERIAL.
 6. GRADE ENTIRE SITE TO PROVIDE POSITIVE DRAINAGE TO EXISTING OR NEW DRAINAGE FACILITIES.
 7. COMPACTION REQUIREMENTS ARE AS FOLLOWS OR AS STATED IN THE GEOTECHNICAL REPORT, WHICHEVER IS MORE STRINGENT:
 - A. SUBGRADES UNDER PAVED AREAS AND STRUCTURES 100 PERCENT STANDARD PROCTOR (ASTM 698) - 24 INCHES.
 - B. UNPAVED AREAS TO BE GRASSED OR LANDSCAPED 95 PERCENT STANDARD PROCTOR (ASTM 698) - FULL DEPTH
 8. CONTRACTOR IS RESPONSIBLE FOR ALL DEWATERING AS NECESSARY TO MEET REQUIRED EXCAVATIONS AND GRADES. DEWATERING OPERATIONS SHALL NOT DISCHARGE DIRECTLY INTO MARSH OR WETLAND AREAS. MUDDY WATER TO BE PUMPED FROM EXCAVATION AND WORK AREAS MUST BE HELD IN SETTLING BASINS OR FILTERED PRIOR TO ITS DISCHARGE INTO SURFACE WATERS OR STORM DRAINAGE SYSTEMS. WATER MUST BE DISCHARGED THROUGH A PIPE, WELL, GRASSED OR LINED CHANNEL, OR OTHER EQUIVALENT MEANS SUCH THAT DISCHARGE DOES NOT CAUSE EROSION OR SEDIMENTATION.



HUSSEY GAY BELL
— Established 1958 —
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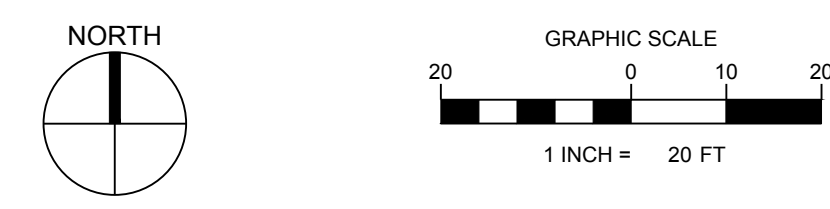
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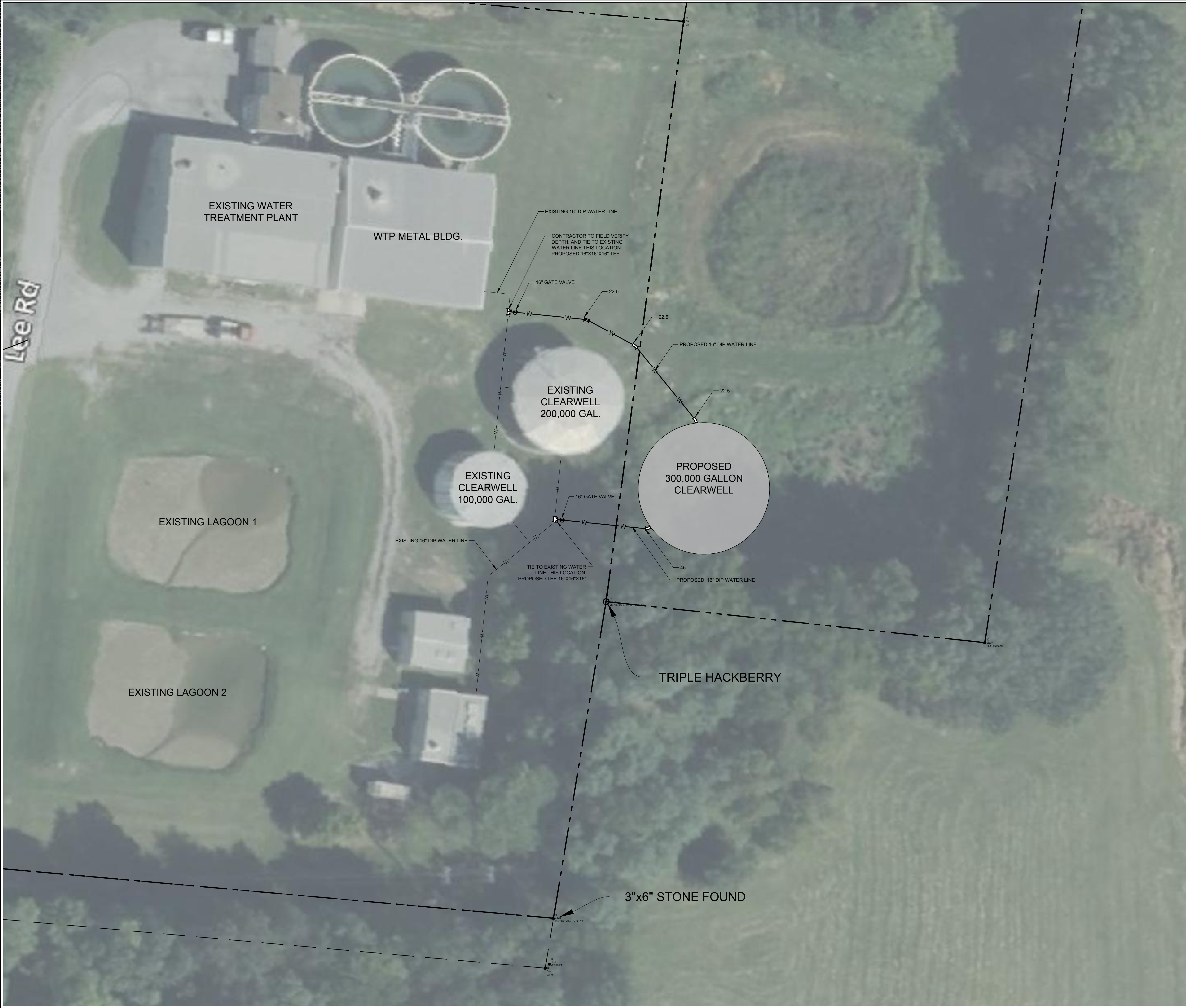
CLEARWELL & GENERATOR PHASE 1
716 LIV-CRITT WATER PLANT ROAD
SALEM, KY 42078
FOR
CRITENDEN-LIVINGSTON WATER DISTRICT
GRADING & DRAINAGE PLAN

DRAWING NUMBER
C301



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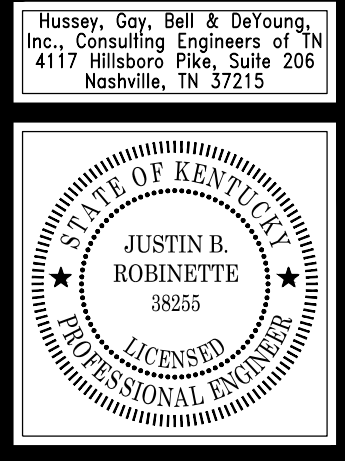


MAP NOTE:

- ALL EXISTING BOUNDARY AND TOPOGRAPHIC INFORMATION TAKEN FROM A LAND SURVEY PREPARED BY: WEST KENTUCKY LAND SURVEY, LLC.
- TRANSFER OF SITE BENCHMARK(S) IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR AND SHALL ONLY BE COMPLETED BY A SURVEYOR LICENSED/REGISTERED IN THE STATE IN WHICH THE PROJECT IS LOCATED.
- THE CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF EXISTING BENCHMARK PRIOR TO ANY CONSTRUCTION AND SHALL REPORT ANY DISCREPANCIES IMMEDIATELY TO THE ENGINEER. FIELD VERIFICATION CAN BE ACCOMPLISHED BY CHECKING A MINIMUM OF TWO FIXED OBJECTS DISPLAYED ON THE SURVEY (I.E. MANHOLE RIM, STORM GRATE, PIPE TWEETS, ETC.).
- COORDINATE SYSTEM: NAD83(HARN) / KENTUCKY SINGLE ZONE.

SITE UTILITY NOTES:

- IN THE EVENT THESE NOTES CONFLICT WITH THE REQUIREMENTS OF THE LOCAL UTILITY AUTHORITY, THE LOCAL UTILITY'S REQUIREMENTS SHALL GOVERN.
- CONTRACTOR SHALL FIELD LOCATE ALL EXISTING UTILITIES (LOCATION AND INVERT) PRIOR TO ANY SITE CONSTRUCTION OR DEMOLITION. THIS SHALL INCLUDE, BUT SHALL NOT BE LIMITED TO, BOTH MAIN AND SERVICE LINES FOR THE FOLLOWING:
POTABLE WATER LINES, SANITARY SEWER LINES, ELECTRIC LINES (OVERHEAD AND UNDERGROUND), GAS LINES, TELEPHONE LINES, CABLE TELEVISION LINES, STORMWATER CONVEYANCE LINES
- LOCATIONS AND TOP ELEVATIONS OF STRUCTURES WILL BE ADJUSTED IN THE FIELD BY THE CONTRACTOR WHERE NECESSARY AND SHALL BE APPROVED BY THE ENGINEER.
- CONTRACTOR SHALL CONFIRM LOCATION OF WATER TIE-IN POINT PRIOR TO ANY SITE OR TANK CONSTRUCTION.
- CONSTRUCTION OF THE WATER SYSTEM AND CONNECTION TO THE EXISTING WATER SYSTEM SHALL MEET THE REQUIREMENTS OF AND SHALL BE INSTALLED UNDER THE DIRECTION OF THE LOCAL UTILITY AUTHORITY.
- COPPER WATER PIPE AND FITTINGS SHALL BE TYPE "K" COPPER.
- DUCTILE IRON WATER PIPE AND FITTINGS SHALL BE CLASS 350, AS SPECIFIED BY AWWA C150 AND C151 FOR LAYING CONDITION TYPE 2. FITTINGS SHALL BE RATED TO 250 PSI. PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.
- PVC WATER PIPE AND FITTINGS LESS THAN 4" SHALL BE CLASS 200 WITH DIMENSION RATIO 21 OR LOWER CONFORMING TO ASTM D2241.
- PVC WATER PIPE 4" THROUGH 12" SHALL MEET AWWA C-900 (SDR-18). ASSOCIATED FITTINGS SHALL BE MECHANICAL JOINT DUCTILE IRON. PIPE JOINTS AND FITTINGS SHALL BE RESTRAINED.
- ALL MECHANICAL JOINTS ARE TO BE RESTRAINED USING "MEGALUG" OR "FORD" EQUAL.
- ALL WATER LINES SHALL BE BELOW THE FROST LINE OR HAVE 36" (MIN) COVER FROM FINISHED GRADE, WHICHEVER IS THE GREATER DEPTH. FIRE SERVICE LINES SHALL ALSO MEET THE COVER REQUIREMENTS INDICATED IN WPA-24.
- WATER WORK SHALL NOT BEGIN UNTIL AREAS OF WATERLINE CONSTRUCTION ARE ROUGH GRADED (WITHIN 1 FOOT OF FINISHED GRADE) AND FILL AREAS ARE COMPLETED AND COMPACTED.
- ALL PIPE AND APPURTENANCES INSTALLED ON A DEPRESSURIZED WATERMAIN ARE TO BE WIPED CLEAN AND ALL INTERIOR SURFACES SATURATED WITH A MINIMUM 1% CHLORINE SOLUTION.
- CHLORINATED DISINFECTION WATER SHALL NOT BE DISCHARGED DIRECTLY INTO A STORM DRAINAGE SYSTEM OR SURFACE WATERS WITHOUT THE PRIOR USE OF APPROPRIATE DE-CHLORINATION METHODS.
- A MINIMUM OF 5 FEET HORIZONTAL SEPARATION SHALL BE MAINTAINED BETWEEN UTILITY CONDUIT CROSSOVER AND WATERLINE APPURTENANCES, I.E., HYDRANTS, VALVES, TEES, ETC.
- WATER LINES CROSSING ANY AND ALL SEWERS SHALL HAVE A MINIMUM VERTICAL SEPARATION OF 18" BETWEEN THE OUTSIDE OF THE WATER MAIN PIPE AND THE SEWER PIPE. ONE FULL LENGTH OF WATER MAIN PIPE SHALL BE CENTERED AT THE POINT OF CROSSING SUCH THAT BOTH JOINTS WILL BE EQUIDISTANT AND AS FAR FROM THE SEWER AS POSSIBLE. IF WATER CROSSES BELOW SANITARY SEWERS, THE SEWER MUST BE WATER MAIN MATERIAL FOR THAT SPAN.
- SITE CONTRACTOR IS RESPONSIBLE FOR MAKING TIE-IN TO WATER AND SANITARY SEWER CONNECTIONS AT BUILDING. ALL BUILDING UTILITY CONNECTION POINTS SHOWN ARE FOR REFERENCE ONLY. CONTRACTOR SHALL CONFIRM ALL BUILDING CONNECTION POINT LOCATIONS WITH APPROVED ARCHITECTURAL AND MECHANICAL PLANS.
- THERE SHALL BE NO TAPS, PIPING BRANCHES, UNAPPROVED BYPASS PUMPING, HYDRANTS, FIRE DEPARTMENT CONNECTION POINTS, OR OTHER WATER USING APPURTENANCES CONNECTED TO THE SUPPLY LINE BETWEEN ANY WATER METER AND ANY REQUIRED BACKFLOW PREVENTOR.
- CONTRACTOR SHALL COORDINATE THE RELOCATION OF ANY EXISTING POWER/TELEPHONE POLES OR LINES WITH THE LOCAL UTILITY COMPANY AND NOTIFY THE CORRESPONDING PROPERTY OWNER PRIOR TO COMMENCEMENT OF ANY WORK INCLUDING STATE DOT ENCROACHMENT PERMITS WHERE APPLICABLE.



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Established 1958
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DATE: 08/23/24		
JOB NO. 922101003		
SCALE: AS NOTED		

CLEARWELL & GENERATOR PHASE I
 716 LIV-CRITT WATER PLANT ROAD
 SALEM, KY 42078
 FOR
 CRITTENDEN-LIVINGSTON WATER DISTRICT
UTILITY PLAN

NORTH

 GRAPHIC SCALE
 1 INCH = 20 FT
 NOTE: THIS SCALE APPLIES FOR 24"x36" SHEETS ONLY

DRAWING NUMBER
C401

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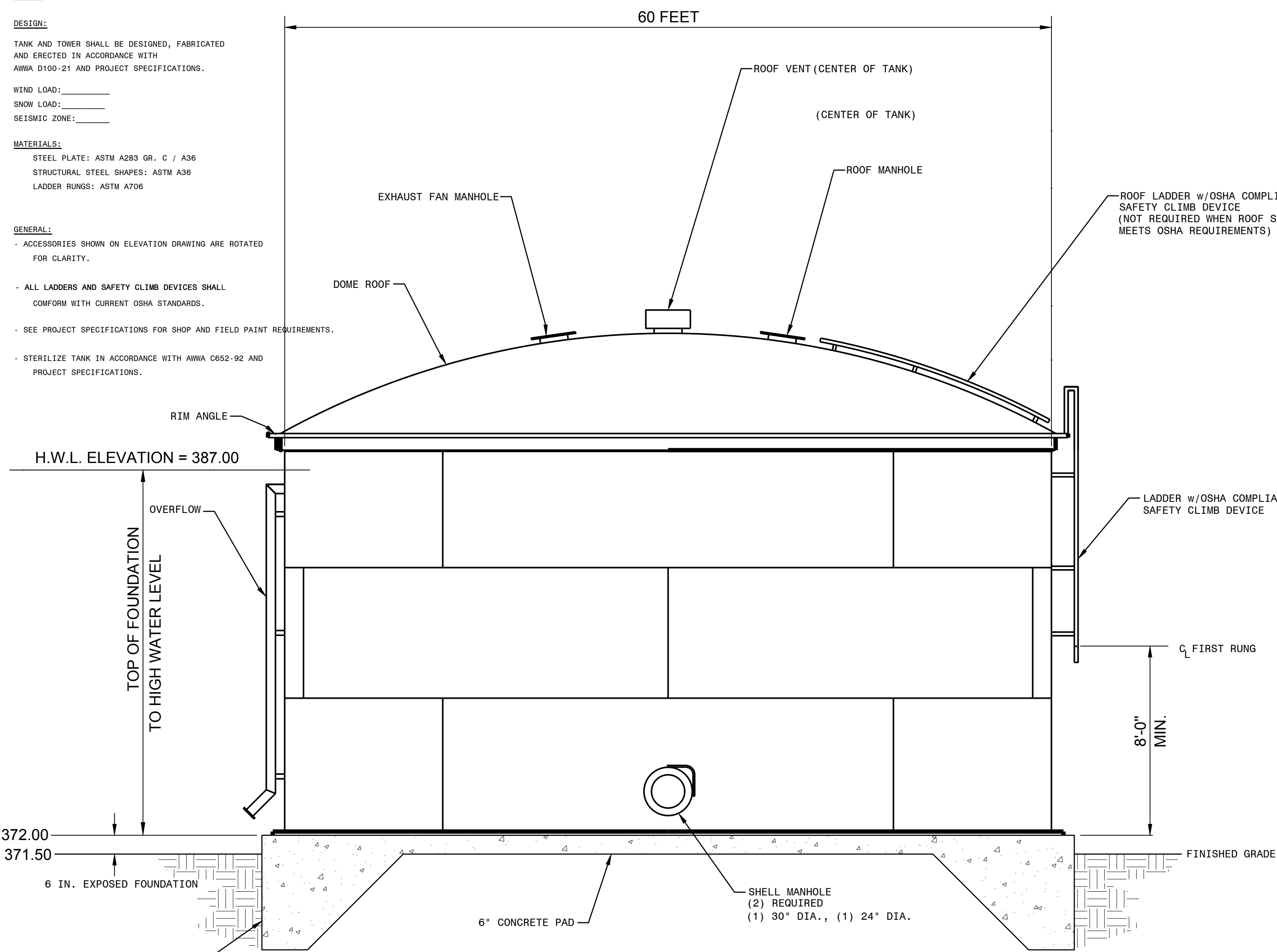
NOTES:

DESIGN:
TANK AND TOWER SHALL BE DESIGNED, FABRICATED AND ERECTED IN ACCORDANCE WITH AWWA D100-21 AND PROJECT SPECIFICATIONS.

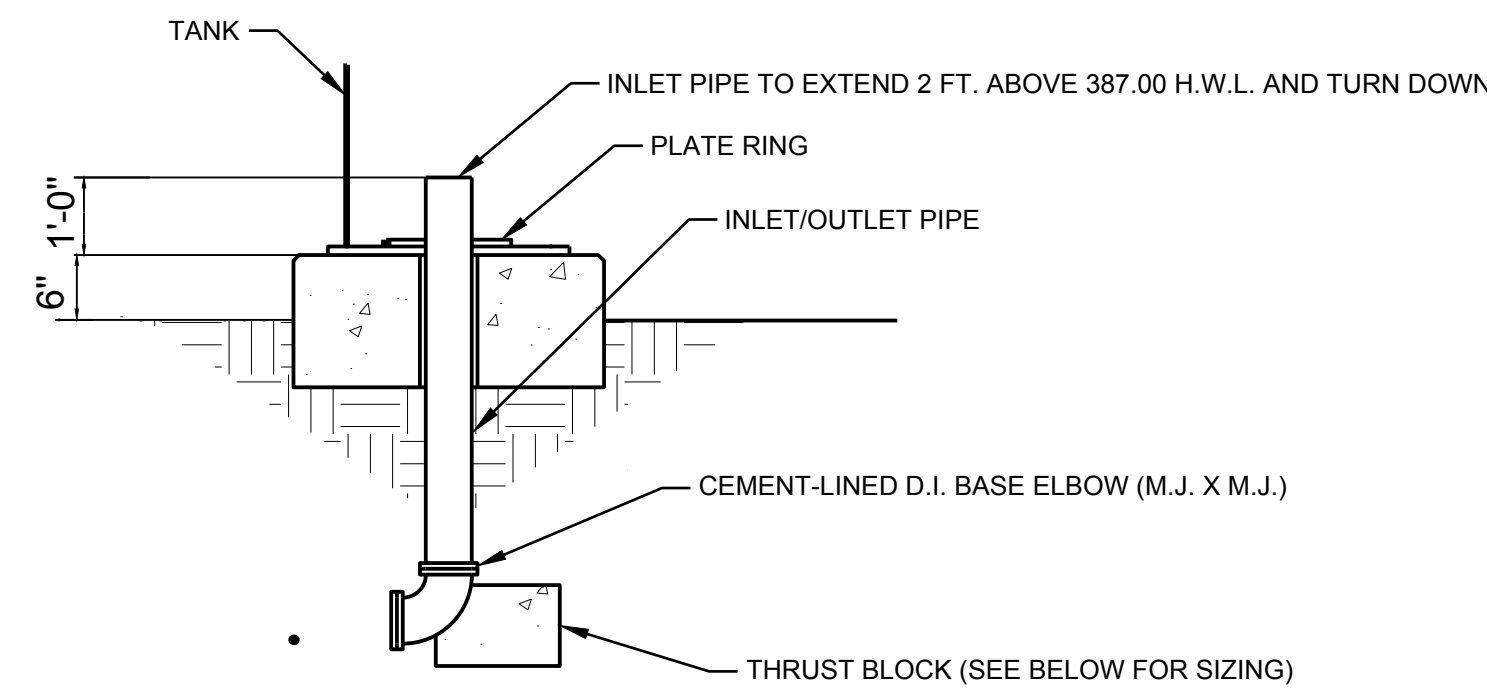
WIND LOAD: _____
SNOW LOAD: _____
SEISMIC ZONE: _____

MATERIALS:
STEEL PLATE: ASTM A283 GR. C / A36
STRUCTURAL STEEL SHAPES: ASTM A36
LADDER RUNGS: ASTM A706

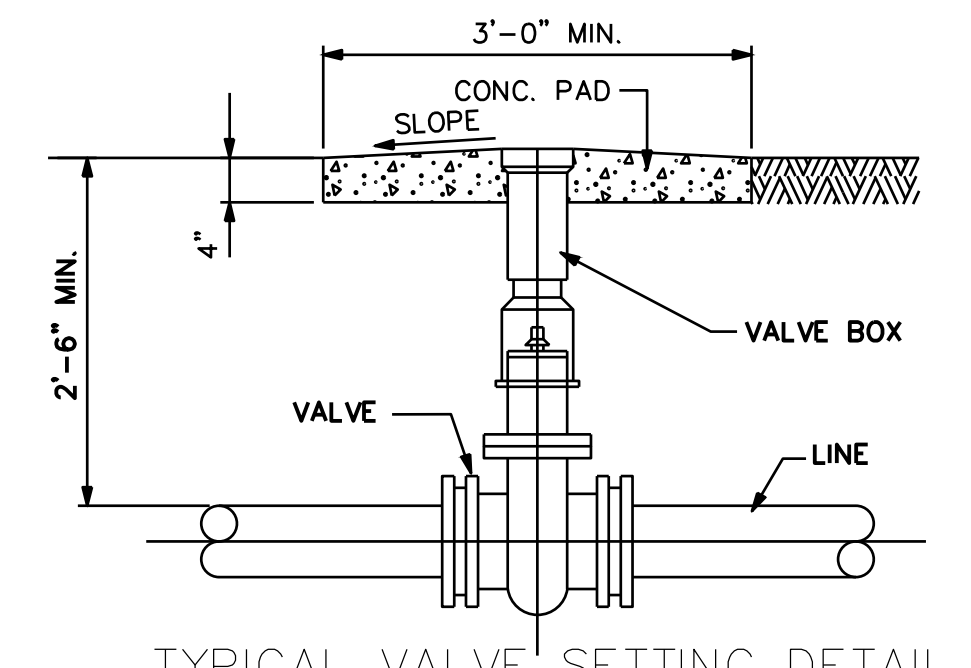
GENERAL:
ACCESSORIES SHOWN ON ELEVATION DRAWING ARE ROTATED FOR CLARITY.
ALL LADDERS AND SAFETY CLIMB DEVICES SHALL CONFORM WITH CURRENT OSHA STANDARDS.
SEE PROJECT SPECIFICATIONS FOR SHOP AND FIELD PAINT REQUIREMENTS.
STERILIZE TANK IN ACCORDANCE WITH AWWA C652-92 AND PROJECT SPECIFICATIONS.



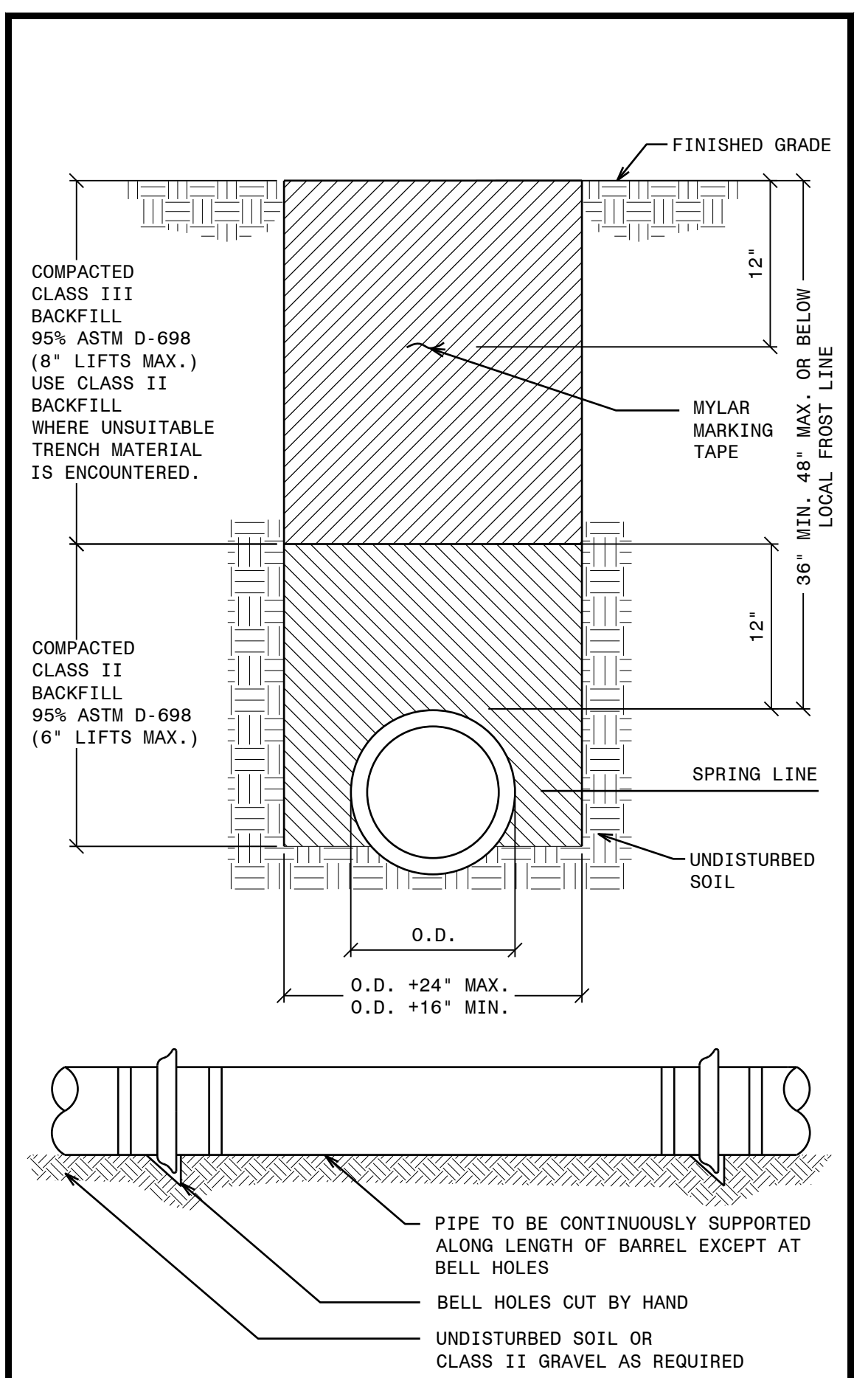
ELEVATION



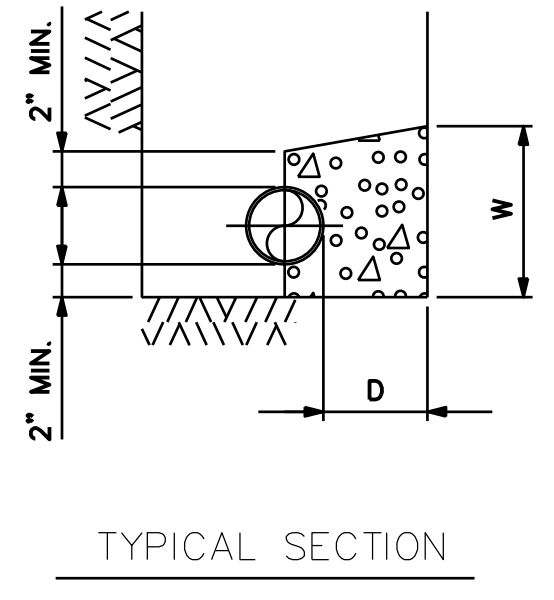
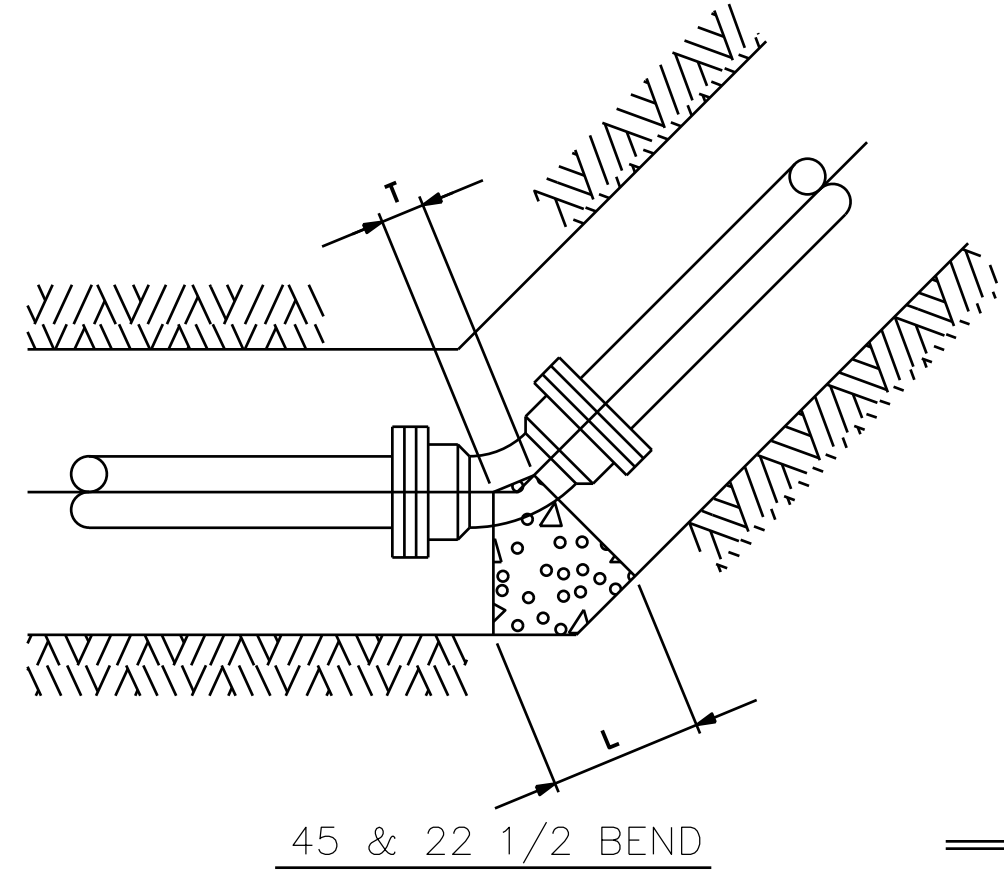
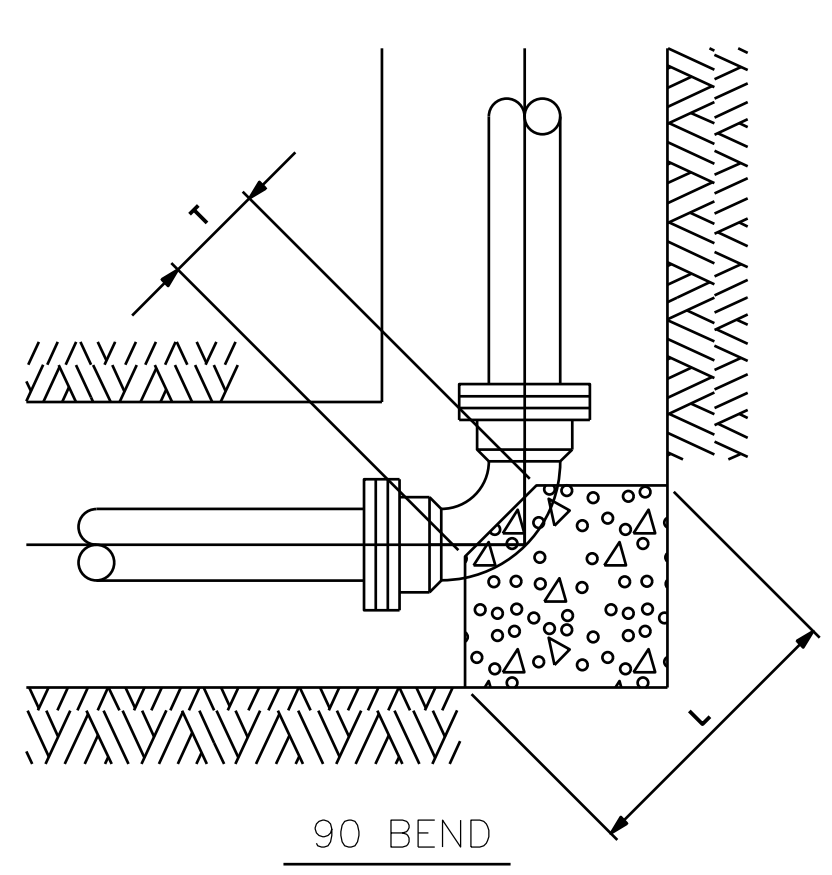
TANK INLET/OUTLET PIPE



TYPICAL VALVE SETTING DETAIL
NO SCALE

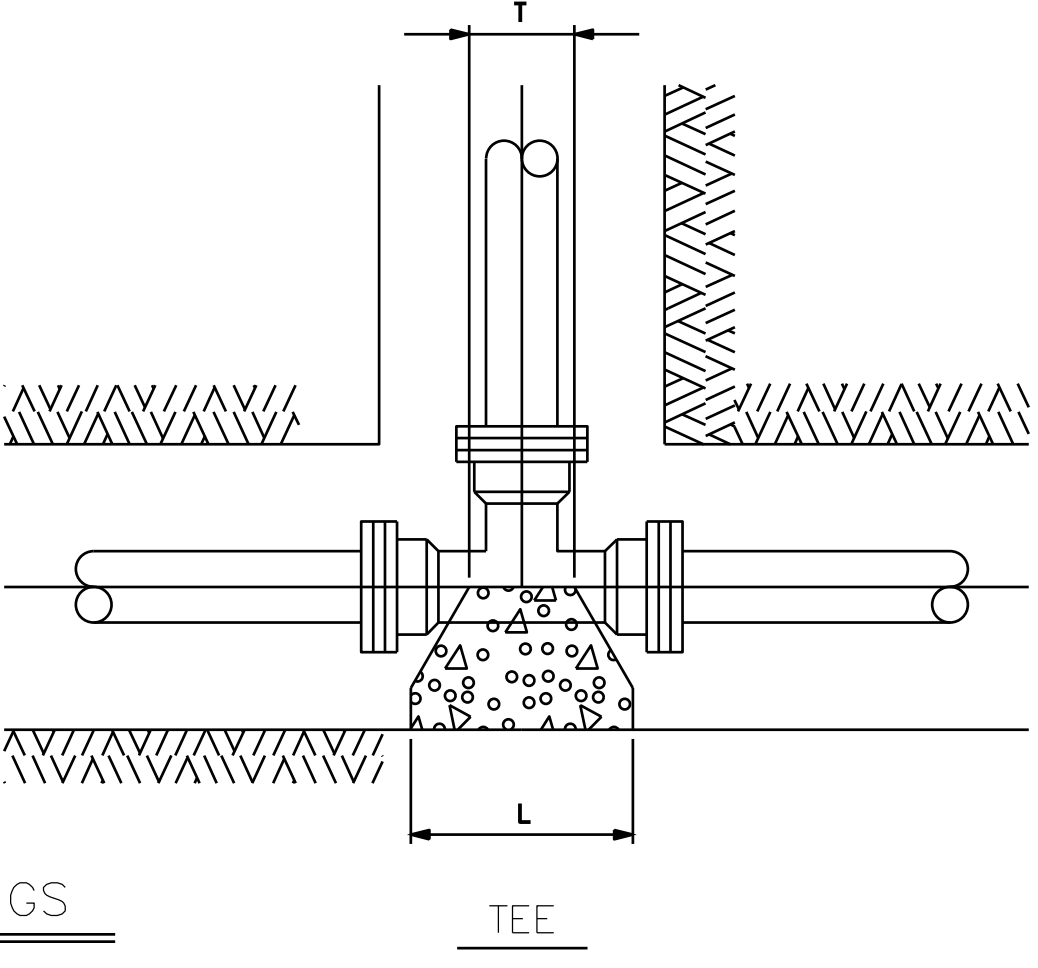


WATER LINE TRENCHING/BEDDING 01

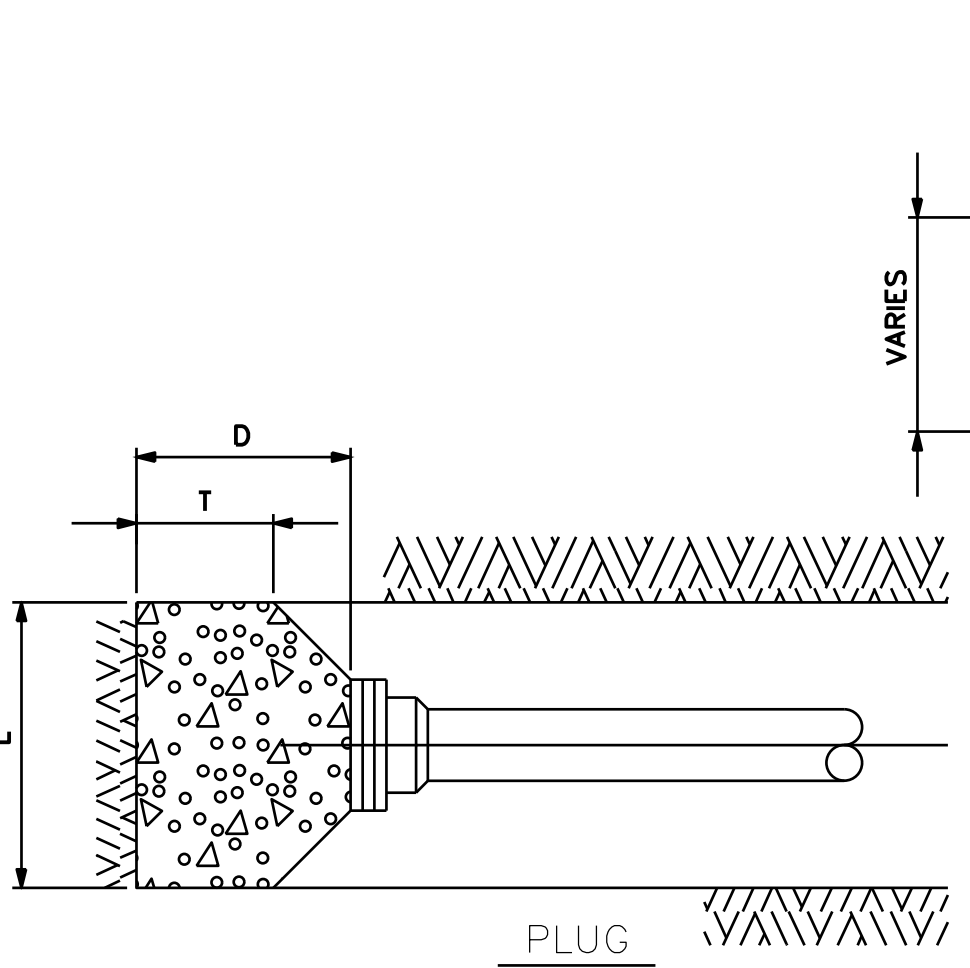


TYPICAL SECTION

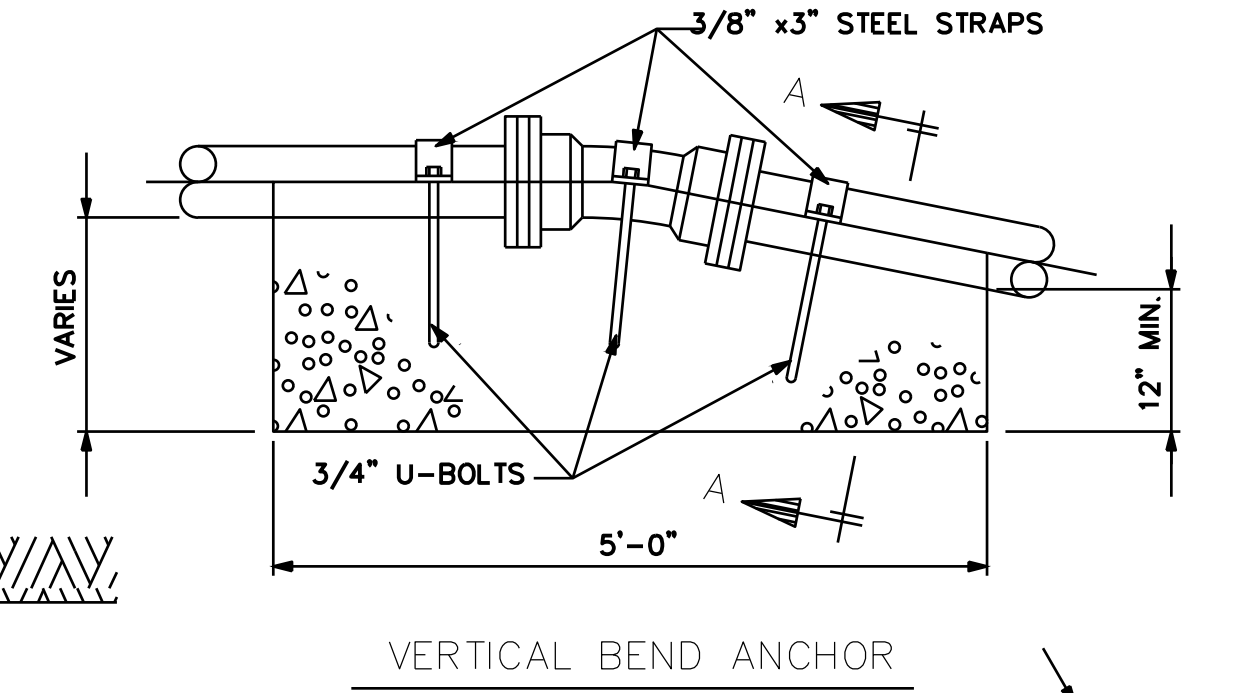
CONCRETE BLOCKING FOR FITTINGS
NO SCALE



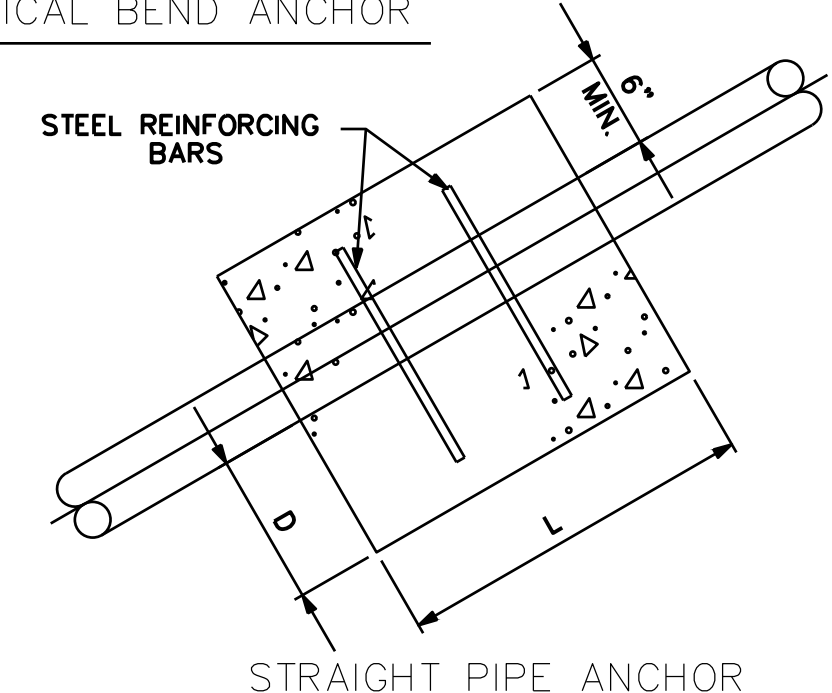
TEE



PLUG

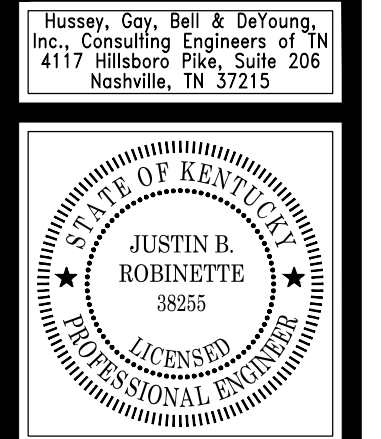


VERTICAL BEND ANCHOR



STRAIGHT PIPE ANCHOR

90 BEND													45 & 22 1/2 BEND													11 1/4 BEND													TEE													PLUG																
SIZE	2"	3"	4"	6"	8"	10"	12"	16"	18"	20"	24"	36"	SIZE	2"	3"	4"	6"	8"	10"	12"	16"	18"	20"	24"	36"	SIZE	2"	3"	4"	6"	8"	10"	12"	16"	18"	20"	24"	36"	SIZE	2"	3"	4"	6"	8"	10"	12"	16"	18"	20"	24"	36"	SIZE	2"	3"	4"	6"	8"	10"	12"	16"	18"	20"	24"	36"				
D	6"	8"	8"	8"	10"	12"	12"	12"	16"	20"	20"	-	D	6"	6"	6"	6"	6"	6"	6"	8"	8"	16"	-	-	D	6"	6"	6"	6"	6"	6"	6"	8"	16"	16"	-	-	D	6"	8"	8"	8"	10"	12"	12"	12"	16"	38"	38"	-	-	D	12"	16"	16"	18"	24"	30"	30"	30"	30"	30"	30"	-	-		
L	16"	20"	20"	24"	27"	30"	34"	48"	51"	54"	70"	-	L	14"	18"	18"	18"	20"	22"	24"	34"	40"	45"	52"	-	-	L	10"	12"	12"	14"	16"	18"	20"	30"	36"	41"	48"	-	-	L	12"	12"	12"	18"	20"	24"	27"	28"	30"	48"	48"	-	-	L	12"	16"	16"	18"	24"	30"	30"	48"	48"	48"	48"	-	-
W	8"	10"	10"	12"	16"	20"	24"	28"	34"	40"	44"	-	W	8"	10"	10"	12"	14"	16"	18"	22"	25"	28"	32"	-	-	W	8"	10"	10"	12"	14"	16"	18"	22"	25"	28"	32"	-	-	W	12"	12"	12"	16"	16"	20"	24"	28"	34"	48"	48"	-	-	W	14"	16"	16"	18"	18"	24"	24"	30"	30"	48"	48"	-	-
T	10"	12"	12"	16"	18"	20"	22"	36"	40"	44"	50"	-	T	10"	12"	12"	16"	18"	18"	28"	33"	35"	44"	-	-	T	8"	12"	12"	14"	14"	16"	16"	26"	31"	35"	44"	-	-	T	12"	12"	12"	16"	16"	16"	18"	20"	22"	24"	24"	-	-	T	10"	10"	10"	12"	12"	12"	12"	12"	18"	24"	24"	-	-	



HUSSEY GAY BELL
Established 1958
4117 Hillsboro Pike, Suite 200, Nashville, TN 37215 / T: 615.460.7515

REVISIONS:

NO.	DESCRIPTION

DESIGNED MDL	DRAWN MDL	CHECKED RDS
DATE: 08/23/24	JOB NO. 922101003	
SCALE: AS NOTED		

CLEARWELL & GENERATOR PHASE 1
716 LIV-CRIT WATER PLANT ROAD
SALEM, KY 42078
FOR
CRITENDEN-LIVINGSTON WATER DISTRICT
UTILITY DETAILS

DRAWING NUMBER
C420

Case No. 2024-00386
Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-5:

Provide the expected annual depreciation amount of the clearwell, once placed into service. Include a breakdown of the costs by each component that reflects a different depreciation life and provide the National Association of Regulatory Utility Commissioners (NARUC) depreciable life for each component.

Response: The clearwell would have a 45-year life for depreciation purposes. CLWD has updated the project budget based on a recently obtained vendor quote for "Equipment," which is a 1000 KW diesel-electric emergency generator replacing the older unit now in service. By procuring directly from the vendor, opting for a refurbished unit, and receiving a trade-in allowance for the current unit, the revised price would be \$518,000. The generator would have a 15-year depreciation life. All other items associated with the clearwell are assigned a 45-year life. Here is the revised breakdown:

Cost Category Cost

Administrative Expenses	\$ 35,000
Planning:	\$ 22,000
Engineering Fees - Design:	\$ 121,000
Engineering Fees - Construction:	\$ 100,000
Engineering Fees - Inspection:	\$ 97,000
Construction:	\$ 2,175,000
Equipment:	\$518,000 (reduced from \$900,000)
Contingencies:	\$ 150,000
Total Project Cost:	\$3,218,000

Case No. 2024-00386
Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Amount depreciated over 15 years	\$518,000
Amount depreciated over 45 years	\$2,700,000
Annual Depreciation Years 1-15	\$94,533
Annual Depreciation Years 16-45	\$60,000

Witness: Tim Thomas

Case No. 2024-00386
Crittenden-Livingston County Water District
Responses to Commission Staff's First Request for Information

Request for Information 1-6:

Confirm that the estimated annual cost of operation after the proposed project is placed into service does not include depreciation. If confirmed, provide a detailed explanation of the estimated rate impact of the additional depreciation expense.

Response: The \$3,500 per year cost does not include depreciation but reflects an operating cost estimate only, based on time for inspections, maintenance, repair of the clearwell and the generator. The response to item 5 above indicates the depreciation calculation.

As mentioned in response to item 1 above, CLWD does not anticipate increasing its rates as a result of the clearwell project. Part of the reasoning for this is the additional revenue that CLWD will receive by selling water to Marion. If we conservatively estimate supplying Marion with 100,000 gallons daily only during July through September (92 calendar days), increased revenue would be \$30,728 annually. At 140,000 gallons per day, increased revenue would be \$43,792.

Witness: Tim Thomas

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION OF KENTUCKY


In the Matter of:

Electronic Application of Crittenden-Livingston)
County Water District for a Declaratory Order) Case No. 2024-00386
or, in the Alternative, for a Certificate of Public)
Convenience and Necessity)

CERTIFICATION

This is to certify that I have supervised the preparation of the KYMEA's responses to the Commission Staff's First Request for Information and that the responses on which I am identified as a sponsoring witness are true and accurate to the best of my knowledge, information, and belief after reasonable inquiry.

1-15-25
Date


Tim Thomas