

Guide to Permit Application for Federally-Designated Clean Water or Drinking Water SRF Projects

This guide provides information to assist project sponsors in preparing a permit application package for projects funded through the Clean Water State Revolving Fund (CWSRF) or the Drinking Water State Revolving Fund (DWSRF).

SRF Permit Application Package: In addition to the requirements outlined in Section R.61-67.300 of the Standards for Wastewater Facilities Construction, or Section R.61-58.1C of the State Primary Drinking Water Regulations, the permit application must include the following:

1. *Plans:* Submit four sets of detailed plans, including location maps.
2. *Specifications:* Submit four sets of material and construction specifications.
3. *Mandatory SRF Contract Documents:* Specifications must include the mandatory SRF Contract Documents. The documents must be included **verbatim** in the specifications (see Appendix A).
4. *Optional Format SRF Contract Documents:* Specifications must include the optional format SRF Contract Documents (see Appendix B). Document formats may be reasonable approximations of those shown in Appendix B.
5. *Final Cost Estimate:* Detailed estimates of the construction cost (including equipment) based on final design drawings; planning and design cost; and construction engineering cost must be submitted along with the final plans and specifications.
6. *Proposed Schedule for Construction:* The proposed “Schedule for Construction” (DHEC Form 3588), in Appendix C, must be completed and submitted along with the final plans and specifications.

Review Process: DHEC will review the plans and specifications for compliance with State Regulation 61-67 (Standards for Wastewater Facilities Construction) or Section R.61-58.1.C of the State Primary Drinking Water Regulations and special SRF requirements, and conduct an SRF funding-eligibility review. Any work ineligible for SRF participation must be separated out in the bid items and noted on the plans and specifications.

Operation and Maintenance (O&M) Manuals: An O&M manual must be prepared for all treatment facilities and made available for review, by DHEC staff, at the time of final inspection.

More information? Contact the SRF Section at DHEC’s Bureau of Water. Shawn Clarke is the program manager and can be reached at: *Phone:* (803) 898-3993, *E-mail:* Shawn.Clarke@dhec.sc.gov



APPENDIX A

Mandatory Supplemental General Conditions

For The

South Carolina State Revolving Fund Program

February 2014

Following is the standard language that must be incorporated into all solicitations for offers and bids for (1) construction contracts, (2) subcontracts in excess of \$2,000, (3) equipment, and (4) material to be funded by the Federally-assisted State Revolving Fund Program.

The requirements in these Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this contract or of other agencies, whether any other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied in order for work to be funded in the State Revolving Fund Program.

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General Instructions

Submittal and Approval of DBE and EEO Documentation

It is the policy of the State Revolving Loan Fund (SRF) to assure that:

- (a) Disadvantaged business enterprises (DBEs) have the opportunity to participate in a fair share of the funds awarded for contracts and subcontracts for supplies, construction, equipment or services; and
- (b) Discrimination in employment practices on the basis of race, color, religion, national origin, sex, age or handicap (referred to as Equal Employment Opportunity) is prohibited.

Compliance with these provisions is required in order for project costs to be eligible for SRF funding. Failure on the part of the tentatively selected bidder to submit required information may be grounds for rejecting the bid.

The Contractor must submit the following items to the Project Sponsor (Owner):

1. **DBE Compliance Documentation** listed on page 7. *The South Carolina Department of Health and Environmental Control (DHEC) cannot authorize the Project Sponsor (Owner) to award the construction contract(s) until the project's "good faith efforts" (See page 6) are approved.*

The following forms must be submitted as part of the DBE package:

- **"Prime Contractor's Subagreement Certification" (DHEC 3591)** (See Attachment B – Forms) listing all proposed subcontractors, both DBE firms and non-DBE firms. Each prime contractor must submit this form.
 - **"DBE Program Subcontractor Utilization Form" (EPA Form 6100-4)** (See attachment B – Forms.) This form captures the prime contractor's intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.
 - **"DBE Subcontractor Performance Form" (EPA Form 6100-3)** (See Attachment B – Forms). Each DBE subcontractor must submit this form which captures an intended DBE subcontractor's description of the work to be performed for the prime contractor and the price of the work submitted to the prime contractor.
2. **"EEO Documentation Form" (DHEC Form 2323)** and all required attachments (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount exceeds \$10,000 must submit this information. *DHEC cannot authorize the Project Sponsor to award the construction contract(s) until the EEO documentation is approved.*

3. **“Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity” (DHEC 3592)** (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount is expected to exceed \$10,000 must submit this form.
4. **“Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590)** (See Attachment B – Forms). Each prime contractor and any subcontractor whose contract amount is expected to equal or exceed \$25,000 must submit this form.
5. **“Bidders ‘Buy American’ Certification” (DHEC Form 2556)** (See Attachment B – Forms) Each prime contractor must certify that all of the iron and steel used in the project are produced in the United States unless a waiver is granted by the U. S. Environmental Protection Agency.

The tentatively selected bidder is required to submit the above information in duplicate to the Project Sponsor after bid opening. As part of the bid package, the Project Sponsor must forward one copy of the information to DHEC at the address listed below.

During Construction, the Prime Contractor must submit the following items :

1. **A copy of each DBE subcontract.**
2. **“MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A)** (See Attachment B – Forms). This report must be submitted semi-annually by April 15th and October 15th until the final draw has been processed for the project.
3. **Weekly Certified Payrolls** for each prime contractor and all subcontractors. **Payrolls should be submitted weekly with little lag time to the Project Sponsor.** Project Sponsors must retain payroll records for three years from the completion of the project.
4. Notice of **changes, substitutions or additions to the approved list of subcontractors. Any changes must be reported immediately to DHEC’s SRF Section and a revised DHEC Form 3591, and EPA 6100-4** must be submitted to the project’s SRF Project Manager as soon as practical. (See also “Reporting Requirements During Construction” on page 8.) **Use of any unapproved subcontractor on the project may delay payment or result in costs associated with that subcontract declared ineligible for SRF assistance.**

The Project Sponsor must forward one copy of the above items (**except for item number 3, payroll records**) to the project’s SRF Project Manager:

**[Project Manager Name Here], SRF Project Manager
 SRF Section, Water Facilities Permitting Division
 South Carolina Department of Health and Environmental Control
 2600 Bull Street
 Columbia, South Carolina 29201**

THE DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IN THE STATE REVOLVING FUND PROGRAM

Objective

The objective of the State Revolving Fund (SRF) Program's DBE program is to ensure Project Sponsors and their prime contractors utilize certified DBEs as subcontractors to the fullest extent possible. Compliance with these provisions is required in order for the project costs to be eligible for SRF funding. Failure on the part of the prime contractor to submit required documentation and obtain DBE approval may be grounds for rejecting the bid or result in subcontractor costs declared ineligible for SRF assistance.

Policy

It is SRF policy to require the Project Sponsor to implement procedures to ensure DBE firms are given opportunities for meaningful participation if subcontracts are awarded. A fair share goal of 3.6% MBE and 2.4% WBE of the funds awarded for prime contracts or subcontracts for supplies, construction, equipment or services, must be made available to organizations owned and controlled by socially and economically disadvantaged individuals, women, disabled Americans, historically black colleges and universities, and minority institutions. Prime contractors must include the fair share goal in their bid documents for subcontracts.

NOTE: The fair share goal is subject to change each fiscal year. Therefore, prior to bidding, it is the Project Sponsor's responsibility to check with the SRF Procurement Manager for the current fair share percentage to be included in bid documents.

DBE Definitions

A Disadvantaged Business Enterprise (DBE) is defined as a business that meets the criteria cited below:

Owned by socially disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities;

Owned by economically disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business who are not socially disadvantaged. An individual claiming disadvantaged status must have an initial and continued personal net worth of less than \$750,000.

For purposes of this definition, disadvantaged individuals include the following:

Black Americans
Women
Disabled Americans
Minority Institutions

Asian Americans
Hispanic Americans
Native Americans
Historically Black Colleges and Universities

To qualify as a DBE firm, at least 51 percent of an independent business must be owned and controlled by a socially and economically disadvantaged individual whose personal net worth is less than \$750,000. The minority or woman owner's interest must be real, substantial and continuing. The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.

DBE Certification

DHEC does not determine the DBE status of businesses. Instead, the SRF Program accepts certification of DBE status from other sources already established to make this determination, such as:

- ▶ South Carolina Department of Transportation
- ▶ South Carolina Governor's Office of Small & Minority Business Assistance
- ▶ South Carolina Minority Business Development Agency (MBDA) Business Center
- ▶ South Carolina Chamber of Commerce
- ▶ Other agencies or organizations that provide procurement assistance to DBEs if their definition of a DBE matches the criteria established above.

Note: See Attachment A for a listing of the addresses, telephone numbers and web addresses for the above referenced agencies.

DBE Requirements – “Six Good Faith Efforts”

Project Sponsors and their prime contractors must comply with the following “Six Good Faith Efforts” before a contract is awarded:

- (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- (2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, **posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.**
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will involve dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- (4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- (5) Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

The prime contractor must employ the “Six Good Faith Efforts” to subcontract with DBEs, even if the prime contractor has achieved his or her fair share objectives.

Solicitation of DBE Firms

Solicitation should allow adequate time for price analysis; as stated above, whenever possible, **contact should be made not later than 30 days before bid opening.** Efforts taken to comply with these requirements must be documented in detail.

Prime contractors must create and maintain a **Bidders List**. This list must include **all firms that bid or quote subcontracts including both MBE/WBEs and non-MBE/WBEs.** The Bidders List must be kept until the project period has ended. The following information must be obtained from all subcontractors:

Subcontractor’s name with point of contact,

Subcontractor’s mailing address, telephone number and e-mail address;

The procurement (scope of work) on which the subcontractor bid or quoted and when; and

The subcontractor’s status as a certified MBE, WBE, or non-MBE/WBE.

The prime contractor is **required** to use the services of the Minority Business Development Agency (MBDA). MBDA Business Centers are funded by the U.S. Department of Commerce to provide technical, financial and contracting assistance to minority and women’s business enterprises. These Centers are located in a number of Regional cities. Use of the services provided by these Centers does not absolve the prime contractors from pursuing additional efforts to comply with this requirement. See Attachment A for a listing of the address, telephone number and web address for the MBDA Business Center – Columbia SC as well as other resource agencies.

DBE Compliance Documentation

If subcontracts are awarded, prime contractors must submit the following items as documentation of their good faith efforts, **even if the prime contractor has achieved its fair share objectives:**

- (1) A copy of the prime contractor’s Bidder’s List.
- (2) Evidence of solicitation to *certified* prospective DBE firms, such as copies of solicitation letters/emails listing **specific scope/volume of work**, phone logs, fax confirmation sheets, printouts of online searches with results of said searches, etc. The prime contractor is strongly encouraged to follow-up each written, faxed or emailed solicitation with at least one logged phone call.
- (3) Copies of letters or e-mails asking for assistance from the MBDA Business Center – Columbia, SC, the South Carolina Governor’s Office of Small & Minority Business Assistance, or other agencies or organizations that provide procurement assistance to DBEs. **Note: As outlined in the “Good Faith Effort” Number 5 above, it is mandatory that prime contractors contact the MBDA Business Center.**
- (4) List by trade the names of *certified* DBE subcontractors solicited but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of quote.

- (5) List any job-specific criteria that disqualified a certified DBE firm that submitted a low bid for a subcontract. Attach a copy of the disqualified bid or quote along with the bid or quote from the selected subcontractor for comparison.
- (6) Proof of **DBE certification** from an acceptable source for each subcontractor listed as a MBE or WBE.
- (7) DHEC form entitled “Prime Contractor’s Subagreement Certification” (DHEC Form 3591) (See Attachment B – Forms) listing **all** proposed subcontractors, both DBE firms and non-DBE firms.
- (8) EPA Form 6100-4 “DBE Subcontractor Utilization Form” listing all proposed DBE subcontractors.
- (9) Require all DBE subcontractors to complete EPA Form 6100-3, “DBE Subcontractor Performance Form” (See Attachment B – Forms). This form captures an intended DBE subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime contractor.

Reporting Requirements for Prime Contractors During Construction

- ▶ Forward a copy of each DBE subcontract as soon as possible after contract award.
- ▶ Pay subcontractors for satisfactory performance no more than **30 days** from the prime contractor’s receipt of payment.
- ▶ Report any proposed changes/additions from the approved subcontractor list to the Project Sponsor and DHEC **prior to initiation of the action** along with the following actions:
 - Submit a **revised/updated** “Prime Contractor’s Subagreement Certification” (DHEC Form 3591) and EPA Form 6100-4 (See Attachment B – Forms).
 - Document the reason for the proposed deviation
 - Submit evidence of the prime contractor’s continued good faith efforts to secure a DBE firm for the new and/or replacement subcontract work.
 - Provide any new subcontractors with the “DBE Subcontractor Performance Form” (EPA Form 6100-3) (See Attachment B – Forms) **if** work is subcontracted to a **new** DBE firm.
 - Submit a “EEO Documentation Form” (DHEC Form 2323) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
 - Submit a “Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity” (DHEC 3592) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
 - Submit a “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC 3590) (See Attachment B – Forms) from the **new** subcontractor **if** the subcontract amount equals or exceeds \$25,000.

Use of any unapproved subcontractor on the project may delay loan draw requests or result in costs associated with that subcontract declared ineligible for SRF assistance.

- ▶ Submittal of the “MBE/WBE Utilization under Federal Grants, Cooperative Agreements, and Interagency Agreements” (EPA Form 5700-52A) to the Project Sponsor. The reporting period is semiannual, with reporting periods ending March 31st and September 30th. Submission of this report is required even if there is no MBE/WBE activity to report; this is called a Negative Report.
- ▶ Provide EPA Form 6100-2, “DBE Subcontractor Participation Form”, to all DBE subcontractors. This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and other concerns the DBE subcontractor might have. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to: EPA DBE Coordinator, EPA Region 4, 61 Forsyth Street SW, Atlanta, Georgia, 30303.

SPECIAL NOTICE TO BIDDERS

Number 1: The State Revolving Fund Program requires the Equal Employment Opportunity (EEO) commitment of the prime contractor and all subcontractors with a contract in excess of \$10,000 to the requirements of Executive Order 11246. EEO Affirmative Action is mandated throughout the duration of the contract.

The tentatively selected bidder is required to submit the EEO documentation as outlined in the “General Instructions” of these Supplemental General Conditions.

Failure to submit the EEO documentation may subject the contractor to sanctions under Executive Order 11246.

Number 2: By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract. The bidder understands and agrees that “affirmative action” as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

Number 3: Each bidder is required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in a contract using federal funds. In turn, prime contractors will require subcontractors whose contract amount is expected to equal or exceed \$25,000 to also submit such certification using the “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590) (See Attachment B – Forms).

Number 4: Bonding requirements are as follows:

- (a) Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall be in the form of a certified check or bid bond.
- (b) Performance bond equal to 100 percent of the contract price; and
- (c) Payment bond equal to 100 percent of the contract price.

Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

Number 5: The Project Sponsor and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CRF Part 30.

Number 6: Fire and Extended Coverage Insurance (Builder’s Risk):

- (a) The Contractor shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the Project Sponsor, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the Project Sponsor and the Contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- (b) The Contractor shall provide the Project Sponsor with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Project Sponsor advance notice by registered mail.
- (c) Cancellation and Re-Insurance: If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

Number 7

The ***Project Sponsor and contractors shall comply*** with the “Buy American” Provisions, Section 436 of the “Consolidated Appropriations Act, 2014”. See Attachment C for the Memorandum indicating the applicability of Section 436 to SRF projects.

The prime contractor(s) must certify Buy American compliance using DHEC Form 2556 – available when revised.

DAVIS-BACON AND RELATED ACTS
WAGE RATE REQUIREMENTS FOR FEDERAL AND
FEDERALLY ASSISTED CONTRACTS

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below [available upon request], shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact, **Cynthia Edwards at edwards.cynthiaY@epa.gov or 404-562-9340** of EPA, Region IV Grants and SRF Management Section, for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis- Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e. bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2010 appropriation, or the FY 2011 Full-Year Continuing Appropriation, or the Consolidated Appropriations Act, 2012, or the FY 2013 Continuing Resolution, the following clauses:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator, Dorothy Rayfield (rayfield.dorothy@epa.gov, 404-562-9278) concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

(1) That the payroll for the payroll period contains the information required to be provided under 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment

as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of 100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of 10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided

in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

**[REPLACE THIS PAGE WITH THE APPLICABLE
WAGE DETERMINATION FOR THE SRF PROJECT]**

Wage Rates are county specific for *Heavy* construction
and can be found at:**

www.wdol.gov

- **Heavy construction is the most commonly used wage determination for water or wastewater infrastructure projects, but under certain circumstances another category or multiple categories of construction may apply. Consult with the assigned SRF project manager as needed to decide which wage determination(s) is/are needed.
- Monitor www.wdol.gov for any wage determination changes before bid opening. Except under special circumstance, if a determination is revised more than 10 days before bid opening, the modified determination must be used in bidding the project.
- If a job classification needed for the project does not appear on the applicable wage determination, the prime contractor is required to submit a conformance request (through DHEC to DOL) after the contract has been signed for the project.
- A wage decision is “locked-in” for the project if the contract is awarded within 90 days after bid opening, otherwise modifications to the wage determination must be incorporated into the contract, unless an extension is granted by DOL.
- Please contact the assigned SRF project manager with questions on the above Davis Bacon items or other Davis Bacon compliance issues.

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

EEO Notice

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" which is included in the Nondiscrimination Provision and Labor Standards, and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. 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:

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	3.6%	2.4%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)**

EEO Specifications

Following is the standard language which must be incorporated into all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in designated geographical areas:

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as 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, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to

community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its 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 training 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 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work on any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and 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-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the

Contractor. The obligation to comply; however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the "Equal Opportunity Clause", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, Social Security Number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed 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).

ATTACHMENT A

Contacts for Procurement of DBEs

Minority Business Development Agency
(MBDA) Business Center – Columbia SC
1515 Richland Street
Columbia, SC 29201
Office: (803) 743-1154
Fax: (803) 743-1162
Email: busdev@columbiambdacenter.com
Website: <http://columbiambdacenter.com/>

Office of Small & Minority Business Assistance
South Carolina Office of the Governor
1205 Pendleton Street, Suite 474
Columbia, SC 29201
Telephone: (803) 734-5010
Website: www.govoep.state.sc.us/osmba

South Carolina Chamber of Commerce
1201 Main Street, Suite 1700
Columbia, SC 29201
Telephone: (803) 799-4601
Website: www.scmminoritybusiness.net

South Carolina Department of Transportation
Office of Business Development & Special Programs
Post Office Box 191
Columbia, SC 29202
Telephone: (803) 737-1372
Website: <http://www.scdot.org/doing/businessDevelop.aspx>

ATTACHMENT B
FORMS

U.S. ENVIRONMENTAL PROTECTION AGENCY MBE/WBE UTILIZATION UNDER FEDERAL GRANTS AND COOPERATIVE AGREEMENTS

PART I. (Reports are required even if no procurements are made during the reporting period.)

1A. FEDERAL FISCAL YEAR (Oct. 1-Sep 30) 20_____	1B. REPORTING PERIOD (Check ALL appropriate boxes) <input type="checkbox"/> 1 st (Oct-Dec) <input type="checkbox"/> 2 nd (Jan-Mar) <input type="checkbox"/> 3 rd (Apr-Jun) <input type="checkbox"/> 4 th (Jul-Sep) <input type="checkbox"/> Semi-Annual (Oct-Mar) <input type="checkbox"/> Semi-Annual (Apr-Sep) <input type="checkbox"/> Annual <input type="checkbox"/> Check if this is the last report for the project (Project completed).																				
1C. REVISION OF A PRIOR REPORT? Y or N Year: _____ Quarter: _____	BRIEFLY DESCRIBE THE REVISIONS YOU ARE MAKING:																				
2A. EPA FINANCIAL ASSISTANCE OFFICE ADDRESS (ATTN: DBE Coordinator)	3A. RECIPIENT NAME AND ADDRESS																				
2B. EPA DBE COORDINATOR Name: E-mail:	2C. PHONE: Fax:	3B. RECIPIENT REPORTING CONTACT: Name: E-mail:	3C. PHONE: Fax:																		
4A. FINANCIAL ASSISTANCE AGREEMENT ID NUMBER (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.)	4B. FEDERAL FINANCIAL ASSISTANCE PROGRAM TITLE or CFDA NUMBER:																				
5A. TOTAL ASSISTANCE AGREEMENT AMOUNT (SRF State Recipients, refer to Instructions for Completion of blocks 4A, 5A and 5C.) EPA Share: \$ _____ Recipient Share: \$ _____	5B. If NO procurement and NO accomplishments were made this reporting period (by the recipients, sub-recipients, loan recipients, and prime contractors), CHECK and SKIP to Block No. 7. (<u>Procurements</u> are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs. <u>Accomplishments</u> , in this context, are procurements made with MBEs and/or WBEs. <input type="checkbox"/>																				
5C. Total Procurements This Reporting Period (Only include amount not reported in any prior reporting period) Total Procurement Amount \$ _____ (Include total dollar values awarded by recipient, sub-recipients and SRF loan recipients, including MBE/WBE expenditures.)																					
5D. Were sub-awards issued under this assistance agreement? Yes ___ No ___ Were contracts issued under this assistance agreement ? Yes ___ No ___																					
5E. MBE/WBE Accomplishments This Reporting Period Actual MBE/WBE Procurement Accomplished: (Include total dollar values awarded by recipient, sub-recipients, SRF loan recipients and Prime Contractors.) <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 15%;"></th> <th style="width: 20%; text-align: center;"><u>Construction</u></th> <th style="width: 20%; text-align: center;"><u>Equipment</u></th> <th style="width: 20%; text-align: center;"><u>Services</u></th> <th style="width: 20%; text-align: center;"><u>Supplies</u></th> <th style="width: 5%; text-align: center;"><u>Total</u></th> </tr> </thead> <tbody> <tr> <td>\$MBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>\$WBE:</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>					<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>	\$MBE:	_____	_____	_____	_____	_____	\$WBE:	_____	_____	_____	_____	_____
	<u>Construction</u>	<u>Equipment</u>	<u>Services</u>	<u>Supplies</u>	<u>Total</u>																
\$MBE:	_____	_____	_____	_____	_____																
\$WBE:	_____	_____	_____	_____	_____																
6. COMMENTS: (If no MBE/WBE procurements were accomplished during the reporting period, please explain what steps you are taking to achieve the MBE/WBE Program requirements specified in the terms and conditions of the Assistance Agreement.)																					
7. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE																				
8. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE																				

Instructions:

A. General Instructions:

MBE/WBE utilization is based on 40 CFR Part 33. EPA Form 5700-52A must be completed by recipients of Federal grants, cooperative agreements, or other Federal financial assistance which involve procurement of supplies, equipment, construction or services to accomplish Federal assistance programs.

Recipients are required to report 30 days after the end of each federal fiscal quarter, semiannually, or annually, per the terms and conditions of the financial assistance agreement.

	Quarterly Reporting Due Date	Semiannual Reporting Due Date	Annual Reporting Due Date
Agreements awarded prior to May 27, 2008	January 30, April 30, July 30, October 30	N/A	October 30
Agreements awarded on or after May 27, 2008	N/A	April 30, October 30	October 30

MBE/WBE program requirements, including reporting, are material terms and conditions of the financial assistance agreement.

B. Definitions:

Procurement is the acquisition through contract, order, purchase, lease or barter of supplies, equipment, construction or services needed to accomplish Federal assistance programs.

A **contract** is a written agreement between an EPA recipient and another party (also considered "prime contracts") and any lower tier agreement (also considered "subcontracts") for equipment, services, supplies, or construction necessary to complete the project. This definition excludes written agreements with another public agency. This definition includes personal and professional services, agreements with consultants, and purchase orders.

A **minority business enterprise (MBE)** is a business concern that is (1) at least 51 percent owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more minority individuals; and (2) whose daily business operations are managed and directed by one or more of the minority owners. In order to qualify and participate as an MBE prime or subcontractor for EPA

recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

U.S. citizenship is required. Recipients shall presume that minority individuals include Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans, or other groups whose members are found to be disadvantaged by the Small Business Act or by the Secretary of Commerce under section 5 of Executive order 11625. The reporting contact at EPA can provide additional information.

A **woman business enterprise (WBE)** is a business concern that is, (1) at least 51 percent owned by one or more women, or, in the case of a publicly owned business, at least 51 percent of the stock is owned by one or more women and (2) whose daily business operations are managed and directed by one or more of the women owners. In order to qualify and participate as a WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by 40 CFR Part 33, Subpart B.

Business firms which are 51 percent owned by minorities or women, but are in fact managed and operated by non-minority individuals do not qualify for meeting MBE/WBE procurement goals. U.S. Citizenship is required.

Good Faith Efforts

A recipient is required to make the following good faith efforts whenever procuring construction, equipment, services, and supplies under an EPA financial assistance agreement. These good faith efforts for utilizing MBEs and WBEs must be documented. Such documentation is subject to EPA review upon request:

1. Include of MBEs/WBEs on solicitation lists.
2. Assure that MBEs/WBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum MBE/WBE participation, where feasible.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the U.S. Department of Commerce's Minority Business Development Agency (MBDA) and the U.S. Small Business Administration to identify MBEs/WBEs.

6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined here.

C. Instructions for Part I:

1a. Specify Federal fiscal year this report covers. The Federal fiscal year runs from October 1st through September 30th (e.g. **November 29, 2010 falls within Federal fiscal year 2011**)

1b. Check applicable reporting box, quarterly, semiannually, or annually. Also indicate if this is the last report for the project.

1c. Indicate if this is a revision to a previous year, half-year, or quarter, and provide a brief description of the revision you are making.

2a-c. Please refer to your financial assistance agreement for the mailing address of the EPA financial assistance office for your agreement.

The "EPA DBE Reporting Contact" is the DBE Coordinator for the EPA Region from which your financial assistance agreement was originated. For a list of DBE Coordinators please refer to the EPA OSBP website at www.epa.gov/osbp. Click on "Regional Contacts" for the name of your coordinator.

3a-c. Identify the agency, state authority, university or other organization which is the recipient of the Federal financial assistance and the person to contact concerning this report.

4a. Provide the Assistance Agreement number assigned by EPA. A separate report must be submitted for each Assistance Agreement.

***For SRF recipients:** In box 4a list numbers for ALL OPEN Assistance Agreements being reported on this form. Please note that although the New DBE Rule (which took effect May 27, 2008) revised the reporting frequency requirements from quarterly to semiannually, that change only applies to agreements awarded AFTER the New DBE Rule took effect. Therefore, SRF recipients may either continue to report activity for all Agreements on one form on a quarterly basis until the last award that was made prior to the New DBE Rule has been closed out; OR, the recipient may split the submission of SRF reports into quarterly reports for Agreements awarded prior the New DBE Rule, and semiannually for the awards made after the New DBE Rule.

4b. Refer back to Assistance Agreement document for this information.

5a. Provide the total amount of the Assistance Agreement which includes Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** SRF recipients will not enter an amount in 5a. Please leave 5a blank.

5b. Self-explanatory.

5c. Provide the total dollar amount of **ALL** procurements awarded this reporting period by the recipient, sub-recipients, and SRF loan recipients, **including** MBE/WBE expenditures. For example: Actual dollars for procurement from the procuring office; actual contracts let from the contracts office; actual goods, services, supplies, etc., from other sources including the central purchasing/ procurement centers).

***NOTE:** To prevent double counting on line 5C, if any amount on 5E is for a subcontract and the prime contract has already been included on Line 5C in a prior reporting period, then report the amount going to MBE or WBE subcontractor on line 5E, but exclude the amount from Line 5C. To include the amount on 5C again would result in double counting because the prime contract, which includes the subcontract, would have already been reported.

5d. State whether or not sub-awards and/or subcontracts have been issued under the assistance agreement by indicating "yes" or "no".

5e. Where requested, also provide the total dollar amount of all MBE/WBE procurement awarded during this reporting period by the recipient, sub-recipients, SRF loan recipients, and prime contractors in the categories of construction, equipment, services and supplies. These amounts include Federal funds plus recipient matching funds and funds from other sources.

***For SRF recipients only:** In 5c please enter the total procurement amount for the quarter, or semiannual period, under all of your SRF Assistance Agreements. The figure reported in this section is **not** directly tied to an individual Assistance Agreement identification number. **(SRF state recipients report state procurements in this section)**

6. If there were no MBE/WBE accomplishments this reporting period, please briefly explain what

specific steps you are taking to achieve the MBE/WBE requirements specified in the terms and conditions of the Assistance Agreement.

7. Name and title of official administrator or designated reporting official.
8. Signature, month, day, and year report submitted.

D. Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.

and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per response annually. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclosure or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31,

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

² Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



Project Sponsor: _____
 Project Name: _____
 SRF Project Number: _____

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM
EEO DOCUMENTATION FORM**

1. Proposed Prime Contractor or Subcontractor: _____
 Address: _____
 Telephone Number: _____

2. Fill out and attach "Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity" (DHEC Form 3592).

3. Attach a copy of the Employer Information Report EEO-1 (also known as Standard Form 100) if the firm meets the criteria outlined on page 4 of this form. N/A _____ (Check N/A if the firm does not meet the EEO-1 Report criteria.)

4. a. Name of company official responsible for EEO: _____
 b. Attach a copy of the contractor's Affirmative Action Plan.

5. a. List current construction contracts, with dollar amount:
 _____ \$ _____ \$
 _____ \$ _____ \$
 _____ \$ _____ \$

b. List contracting federal agencies, if applicable:

6. Detail the sex and race/ethnic composition of the company's workforce, temporary and permanent, by job category. List statistics by percent or number.

Job Category	Male	Female	African American	Asian	Hispanic	Native American	White
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____

Number of Disabled: _____

7. Check applicable employment sources:

Newspaper Advertisement _____	Trade Schools _____
Job Service _____	Trade Associations _____
Walk-In Applications _____	Other: _____
Employee Referrals _____	

8. List anticipated employment needs for this project, indicating percentage or number of female/minority participation in each trade:

<u>Trade</u>	<u>Female</u>	<u>African American</u>	<u>Asian</u>	<u>Hispanic</u>	<u>Native American</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

OR Check Yes _____ if you plan to only use your existing workforce.

9. **Prime Contractors Only:** Fill out and attach “Prime Contractor’s Subagreement Certification” (DHEC Form 3591).

10. Contract Price: \$_____.

11. Duration of Contract:_____.

12. **All Prime Contractors and Any Subcontractors** whose subcontract equals or exceeds \$25,000: Fill out and attach “Certification Regarding Debarment, Suspension and Other Responsibility Matters” (DHEC Form 3590).

Signature of Authorized Official

Print Name and Title of Authorized Official

Date

Submit to:
SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201

**INSTRUCTIONS FOR COMPLETING THE EEO DOCUMENTATION FORM
DHEC 2323**

The purpose of the EEO Documentation Form is to document compliance with the Equal Employment Opportunity (EEO) requirements which prohibit discrimination in employment practices on the basis of race, color, religion, national origin, sex, age or handicap. The affirmative action program is designed to enhance hiring, training, and promotion opportunities for minorities and women and is governed by Executive Order 11246.

This form must be completed by each prime contractor and any subcontractor whose contract amount exceeds \$10,000.

Please provide the name of the Project Sponsor, project name and State Revolving Fund (SRF) project number. Please answer each question and submit the requested attachments with this form.

DHEC Review and Filing. The Bureau of Water will use the above referenced form to document each prime contractor and subcontractor's compliance with the EEO requirements. The form will be kept in the SRF DBE/EEO file of the project name listed on the form. The EEO Designation Form will be retained on file with the Bureau of Water for twenty years.

Employer Information Report EEO-1

Under the direction of the U. S. Equal Employment Opportunity Commission, the Joint Reporting Committee (JRC) is responsible for the full-length, multi-phase processing of employment statistics collected on the Employer Information Report EEO-1. This report, also known as Standard Form 100, details the sex and race/ethnic composition of an employer's work force by job category.

The Employer Information EEO-1 survey is conducted annually under the authority of Public Law 88-352, Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972. All employers with 15 or more employees are covered by Public Law 88-352 and are required to keep employment records as specified by Commission regulations. Based on the number of employees and federal contract activities, certain large employers are required to file an EEO-1 Report on an annual basis.

The EEO-1 Report must be filed by:

- (A) All private employers who are: (1) subject to Title VII of the Civil Rights Act of 1964 (as amended by the Equal Employment Opportunity Act of 1972) with 100 or more employees EXCLUDING State and local governments, primary and secondary school systems, institutions of higher education, Indian tribes and tax-exempt private membership clubs other than labor organizations; OR (2) subject to Title VII who have fewer than 100 employees if the company is owned or affiliated with another company, or there is centralized ownership, control or management (such as central control of personnel policies and labor relations) so that the group legally constitutes a single enterprise and the entire enterprise employs a total of 100 or more employees.

- (B) **All federal contractors (private employers)** who: (1) are not exempt as provided for by 41 CFR 60-1.5; (2) have 50 or more employees, **and** (a) are prime contractors or first-tier subcontractors, and have a contract, subcontract, or purchase order amounting to \$50,000 or more; or (b) serve as depository of Government funds in any amount; or (c) is a financial institution which is an issuing and paying agent for U. S. Savings Bonds and Notes.

When filing for the EEO-1 Report for the first time, go to the web site at: <http://www.eeoc.gov/eeo1survey> and select "Filing for the first time" from the information box. Fill out the electronic questionnaire to enter your company into the JRC system. Once you have completed the registration process, you will be contacted on how to proceed with the EEO-1 Report. **If you have previously registered with the JRC**, follow their instructions to update your information.

**BIDDER'S BUY AMERICAN CERTIFICATION
DHEC FORM 2556**

Available when revised



Sponsor: _____

Project Name: _____

SRF Project No.: _____

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND
OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U.S.C. Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Name of Prospective Participant (Town, Utility, Contractor, Subcontractor, Supplier etc.)

Printed Name and Title of Authorized Official

Signature of Authorized Official

Date

_____ I am unable to certify to the above statements. Attached is my explanation.

Submit to:

SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201

**INSTRUCTIONS FOR COMPLETING
CERTIFICATION REGARDING DEBARMENT
SUSPENSION AND OTHER RESPONSIBILITY MATTERS
DHEC FORM 3590**

The purpose of the Certification Regarding Debarment, Suspension And Other Responsibility Matters form is to certify that potential participants are not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.”

- This form is to be filled out by prospective participants in the State Revolving Loan fund program, including towns, public utilities, contractors, and subcontractors.
- Fill in the project sponsor’s name, project name and SRF project number.
- Fill in the potential participants name and name of authorized official for the participant. Sign and date the form to certify that the potential participant is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension,” or, provide an explanation why the potential participant cannot.
- Where/when to submit:
 - A prospective loan recipient (Sponsor) must return the signed certification, or explanation, with the preliminary engineering report to *SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201*.
 - A prospective prime contractor must submit a completed certification, or explanation, to the entity awarding the contract (Sponsor).
 - A prospective subcontractor must submit a completed certification, or explanation, to the (prospective) prime contractor for the project.
 - See also, SRF guidance documents.

DHEC Review and Filing: The Bureau of Water will use this form to document compliance with Executive Order 12549. The form will be retained in the SRF project record for three years following the final disbursement to the project from the SC Budget and Control Board.



**STATE OF SOUTH CAROLINA
STATE REVOLVING FUND (SRF) PROGRAM
PRIME CONTRACTOR'S SUBAGREEMENT CERTIFICATION**

Project Name:	Project Number:
Contractor's Name:	Contractor's Telephone Number:

Contractor's Address:

City:

State:

Zip Code:

SECTION I - INSTRUCTIONS

All prime contractors are required to certify whether or not they plan to utilize subcontractors for any portion of work throughout the life of their contract.

SECTION II - CERTIFICATION

I, as the authorized representative of the above named contracting firm, certify that we:

Plan to subcontract a portion of this project and will submit to SCDHEC evidence of the positive steps taken to utilize minority and women's businesses as required by Executive Order 11246 prior to entering into any subagreement. We agree to submit MBE/WBE utilization reports (U.S. EPA Form 5700-52A). (Please list each tentative subcontractor on Page 2 of this form.)

Do not elect to subcontract any portion of this project. We understand that should we elect, at a later date, to subcontract a portion of this project, we will be required to provide evidence of the positive steps taken to utilize minority and women-owned businesses as required by Executive Order 11246 prior to entering into any subagreement. Failure to do so may result in costs associated with that subagreement declared ineligible for SRF assistance.

Name:	Signature:	Date:(MM/DD/YYYY)
Title:		

Please list all tentative subcontractors you plan to use for this project, identifying whether or not they are a minority business enterprise (MBE) or a women-owned business enterprise (WBE). If more space is needed, please attach an additional sheet using the same format as below.

1. Type of Work:
 Subcontractor's Name:
 Subcontractor's Address:
 City: State : Zip Code:
 Contact Person: Contact's Telephone Number:
 Subcontract Amount: Duration of Subcontract:
Check all that apply: MBE (Minority Business Enterprise)
 WBE (Women-owned Business Enterprise)

2. Type of Work:
 Subcontractor's Name:
 Subcontractor's Address:
 City: State: Zip Code:
 Contact Person: Contact's Telephone Number:
 Subcontract Amount: Duration of Subcontract:
Check all that apply: MBE (Minority Business Enterprise)
 WBE (Women-owned Business Enterprise)

3. Type of Work:
 Subcontractor's Name:
 Subcontractor's Address:
 City: State: Zip Code:
 Contact Person: Contact's Telephone Number:
 Subcontract Amount: Duration of Subcontract:
Check all that apply: MBE (Minority Business Enterprise)
 WBE (Women-owned Business Enterprise)

4. Type of Work:
 Subcontractor's Name:
 Subcontractor's Address:
 City: State: Zip Code:
 Contact Person: Contact's Telephone Number:
 Subcontract Amount: Duration of Subcontract:
Check all that apply: MBE (Minority Business Enterprise)
 WBE (Women-owned Business Enterprise)

List of subcontract work yet to be committed with approximate price and duration of subcontract .

Work	Approximate Price	Duration
1.		
2.		
3.		
4.		

Submit to: SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201



Name of Prime Contractor: _____
Project No.: _____

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM
CERTIFICATION BY PROPOSED PRIME OR SUBCONTRACTOR
REGARDING EQUAL EMPLOYMENT OPPURTUNITY**

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). 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.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

CONTRACTOR’S CERTIFICATION

Contractor’s Name: _____

Address: _____

1. Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause. Yes_____ No_____
2. Compliance Reports were required to be filed in connection with such contract or subcontract. Yes_____ No_____
3. Bidder has filed all compliance reports due under applicable instructions, including SF-100. Yes_____ No_____
4. If answer to item 3 is NO, please explain in detail on reverse side of this certification.

Certification – The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001).

Name and Title of Signer (Please Type)

Signature

Date

Submit to:
SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201

ATTACHMENT C

“Buy American Memorandum”



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

JAN 24 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Application of Buy American Requirements to Fiscal Year 2014 Clean Water State Revolving Fund and Drinking Water State Revolving Fund Assistance Agreements

FROM: Nancy K. Stoner
Acting Assistant Administrator

A handwritten signature in black ink, appearing to read "N.K. Stoner", written over a horizontal line.

TO: Water Management Division Directors
Regions I- X

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2014, while adding a Buy American requirement to these already existing programs. Application of this new requirement is the focus of this memorandum.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, "Use of American Iron and Steel,"

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

In order to comply with this provision, States must include in all assistance agreements, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for the construction, alteration, maintenance, or repair of treatment works under the CWSRF or for construction, alteration, maintenance, or repair of a public water system under the DWSRF, a provision requiring the application of Buy American requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. The one exception to this requirement is if a project has approved engineering plans and specifications, by a State agency, prior to enactment of the Appropriations Act.

Application of the Buy American requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all assistance agreements executed on or after January 17, 2014 and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, Buy American requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a State agency prior to enactment of the Appropriations Act.

Notably, there is no application of the Buy American requirements where such a refinancing occurs for a project that has completed construction prior to January 17, 2014. This provision does not apply to any project for which an assistance agreement was executed prior to January 17, 2014, no matter when construction occurs.

Further information will be provided in the form of guidance as soon as possible.

We understand the complexity of this provision and the challenges involved in its application. If you have any questions, please contact Peter Grevatt or Andrew Sawyers, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 and Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134

APPENDIX B

Optional Format SRF Contract Documents (for inclusion in contract specifications)

{Total of 18 pages including this page}

- ▶ Bid Bond
- ▶ Performance Bond
- ▶ Payment Bond
- ▶ Contract Change Order
- ▶ Notice of Award
- ▶ Notice to Proceed
- ▶ Bid/Bid Schedule
- ▶ Agreement

BID BOND

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 payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns.

Signed, this _____ day of _____, 20_____.

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,

If said BID shall be rejected, or

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 all and all claims hereunder shall, in
no event, exceed the penal amount of this obligation as herein stated.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

(Name of Contractor)

(Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

(Name of Surety)

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

(Name of Owner)

(Address of Owner)

hereinafter called OWNER, in the penal sum of _____
Dollars, \$(_____) in lawful money of the United States, for the
payment of which sum well and truly to be made, we bind ourselves, successors, and assigns,
jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a
certain contract with the OWNER, dated the _____ day of _____, 20 _____,
a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each of
(Number)
which shall be deemed an original, this the _____ day of _____, 20_____.

ATTEST:

(Principal Secretary) (Principal)

BY _____

(SEAL)

(Address)

Witness to Principal

(Address)

ATTEST:

(Surety Secretary) Surety

BY _____

Attorney-in-fact

(SEAL)

(Address)

Witness to Surety

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in South Carolina.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

_____ (Name of Contractor)

_____ (Address of Contractor)

a _____, hereinafter called Principal, and
(Corporation, Partnership or Individual)

_____ (Name of Surety)

_____ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____ (Name of Owner)

_____ (Address of Owner)

hereinafter called OWNER, in the penal sum of _____ Dollars, \$(_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the OWNER, dated the _____ day of _____, 20 ____, a copy of which is hereto attached and made a part hereof for the construction of:

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the execution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due to materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise, to remain in full force and effort.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in _____ counterparts, each
(Number)
of which shall be deemed an original, this the _____ day of _____, 20____.

ATTEST:

(Principal Secretary) (Principal)

BY _____

(SEAL)

(Address)

Witness to Principal

(Address)

ATTEST:

(Surety Secretary) Surety

BY _____

Attorney-in-fact

(SEAL)

(Address)

Witness to Surety

(Address)

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in South Carolina.

CONTRACT CHANGE ORDER

Project: _____

Date: _____ **SRF No.:** _____

Contractor: _____ **Owner:** _____

Contract No.: _____ **Change Order No.:** _____

Description (quantities, units, unit prices, change in contract time, etc.) and necessity of changes (attach adequate documentation-maps, correspondence, etc):

Please attach cost documentation with associated changes (show increase and decrease in contract price).

Original Contract Price:	\$ _____
Change in Contract Price due to this Change Order:.....	\$ _____
Total Decrease of this Change Order:.....	\$ _____
Total Increase of this Change Order:.....	\$ _____
Net (increase)(decrease) in Contract Price:.....	\$ _____

1. Is proposed change an alternate bid? _____yes _____no
2. Will proposed change alter the physical size of the project? _____yes _____no
If yes, explain.
3. Effect of this change on other prime contractors:
4. Has consent of surety been obtained? _____yes _____n/a
5. Will this change affect expiration or extent of insurance coverage? _____yes _____no
If yes, will the policies be extended? _____yes _____no

The sum of \$ _____, is hereby (added to)(deducted from) the total contract price, and the total adjusted contract price to date thereby is \$ _____.

The time provided for completion in the contract is (unchanged) (increased) (decreased) by _____ calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto. Liquidated damages will be assessed: _____yes/no _____\$/days_____

Total \$ _____.

Recommended by _____

Engineer

Date

Accepted by _____

Contractor

Date

Approved by _____

Owner

Date

NOTICE OF AWARD

To: _____

PROJECT DESCRIPTION _____

The OWNER has considered the BID submitted by you for the above described WORK in response to its Advertisement for BIDS dated _____, 20____, and Information for Bidders.

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

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's Performance Bond, Payment Bond, and certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement and to furnish said BONDS within ten (10) days from the date of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

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

Dated this _____ day of _____, 20_____.

Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by _____

this, the _____ day of _____, 20_____

BY _____

TITLE _____

NOTICE TO PROCEED

TO: _____

Date: _____
Project: _____

You are hereby notified to commence WORK in accordance with the Agreement dated _____, 20____, on or before _____, 20____, and you are to complete the WORK within _____ consecutive calendar days thereafter. The date of completion of all WORK is therefore _____, 20____.

Owner

BY _____

TITLE _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this, the _____ day of _____, 20____

BY _____

TITLE _____

BID

Proposal of _____
(hereinafter called "BIDDER"), organized and existing under the Laws of the State of _____
doing business as _____*. To
the _____
_____ (hereinafter called "OWNER").

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK
for the construction of _____

_____ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at
the prices stated below.

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

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified
in the NOTICE TO PROCEED and to fully complete the PROJECT within _____ consecutive
calendar days thereafter. BIDDER further agrees to pay as liquidated damages in the amount stated
in the Special Conditions for each consecutive calendar day thereafter.

BIDDER acknowledges receipt of the following ADDENDUM:

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

BIDDER agrees to perform all the work described in the CONTRACT DOCUMENTS for the following unit prices or lump sum:

BID SCHEDULE

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

SRF ELIGIBLE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

TOTAL: ELIGIBLE

\$ _____

ITEMS INELIGIBLE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

TOTAL: INELIGIBLE \$ _____

TOTAL OF BID.....\$ _____

LUMP SUM PRICE (if applicable)\$ _____

Respectfully submitted:

Signature

Address

Title

Date

License Number

(SEAL - if BID is by a corporation)

ATTEST _____

Note: If any alternates are included, identify each separately.

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20____ by and between _____ hereinafter called "OWNER" and _____ doing business as (an individual), or (a partnership), or (a corporation) hereinafter called "CONTRACTOR".

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will commence and complete the construction of _____
2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.
3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.
4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of \$ _____, as shown in the BID schedule.
5. The term "CONTRACT DOCUMENTS" means and includes the following:
 - a. Advertisement for Bids
 - b. Information for Bidders
 - c. Bid
 - d. Bid Bond
 - e. Agreement
 - f. General Conditions
 - g. SRF Contract Conditions
 - h. Special Conditions
 - i. Technical Specifications

- j. Payment Bond
- k. Performance Bond
- l. Notice of Award
- m. Notice to Proceed
- n. Change Order
- o. Drawings as stated in Special Conditions
- p. ADDENDA:

No. _____, dated _____, 20____

- 6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.
- 7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their
duly authorized officials, this Agreement in (_____) counterparts, each of
Number of Copies

which shall be deemed an original on the date first above written.

OWNER _____

By _____

(SEAL)

Name _____
(Please Type)

ATTEST:

Title _____

Name _____
(Please Type)

Title _____

CONTRACTOR _____

By _____

(SEAL)

Name _____
(Please Type)

ATTEST:

Address _____

Name _____
(Please Type)

Title _____

APPENDIX C

Proposed Schedule for Construction (DHEC Form 3588)



Project Name: _____
Project No.: _____

**STATE OF SOUTH CAROLINA STATE REVOLVING FUND (SRF) PROGRAM
SCHEDULE FOR CONSTRUCTION**

Please provide proposed dates for the following: *(To be completed by the sponsor or consulting engineer)*

Bid Opening _____

Contract Execution _____

Notice to Proceed _____

Construction Start/Initiation of Construction _____

DHEC Permit to Operate/Initiation of Operation _____

Construction Completion _____

In addition, estimated dates for the following items should be provided and must be prior to placing project in operation *(if applicable)*:

Sewer Use Ordinance enactment date _____

Pretreatment Program enactment date _____

Prepared by: _____

Consulting Engineering Firm or Sponsor's Name: _____

Date: _____

Submit to:
SCDHEC, Water Facilities Permitting Division, SRF Section, 2600 Bull Street, Columbia, SC 29201