2015

Drinking Water State Revolving Fund Loan (DWSRF)

[Customer Handbook Guidelines]

Public Works Board & the Department of Commerce

11/25/2014

What's New for 2015?

20 Year Contract

Loan repayment terms have changed from 24 years to 20 years. Exceptions to the 20 year contract will be provided to those with loan forgiveness.

Repayment

An interest-only payment will be due the first October after contract execution while the second year will begin both principal and interest for the remaining of the loan term. If you do not draw any funds in the first year, your payment in year two will be both interest and principal.

18 Month Notice to Proceed

Projects must issue a Notice to Proceed (NTP) within 18 months of contract execution. Public Works Board (Board) approval will be required if an extension of this 18 months is needed.

2 CFR 200 Subpart F Federal Audit

The **"Super Circular"** will apply to your project if your city, town or water system has spent more than $750,000 of ***any*** federal money within ***your*** fiscal year. This is a new audit requirement that replaces the Circular A -133 (which had a $500,000 trigger).

American Iron and Steel

Congress passed a law that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a DWSRF loan. The requirement applies to loan agreements signed on or after January 17, 2014. You can find the specific Buy American Iron and Steel language in HR3547, Consolidated Appropriations Act 2014.

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1.1 Introduction

The Drinking Water State Revolving Fund (DWSRF) is a federal infrastructure loan program designed to assist publicly owned (municipal) and privately owned (non-municipal) drinking water systems in Washington State with low-interest construction loan funding. The purpose of the DWSRF program is to:

- Provide low-interest loans and subsidized loans to water systems for capital improvements that increase public health protection and compliance with drinking water regulations, and
- Protect the health of the people of Washington State by assuring safe and reliable drinking water.
- Applications received each year are scored and ranked by Washington State Department of Health (DOH) according to specific criteria. Projects that address severe public health threats and compliance issues are given funding priority.

This contract is subject to the Davis Bacon Act which requires all construction workers be paid the higher prevailing wage of Federal and State for the project area and contained in the Bid Specifications. Buy American (American Iron and Steel Consolidated Appropriation) also applies to this contract.

1.2 DWSRF Program Administration

The DWSRF loan program is jointly administered by the Washington State Department of Health's (DOH) Office of Drinking Water, Public Works Board (BOARD) and Contracts Administration Unit (CAU) in the Department of Commerce as outlined below.

Department of Health
Office of Drinking Water
PO Box 47822
Olympia, WA 98504-7822

Loan application,
General questions,
Environmental and
cultural review process questions

Karen Klocke (360) 236-3116

DOH staff is responsible for the application process including:

- Publishing program guidelines and application;
- Scoring and ranking applications;
- Developing the prioritized funding lists and publishing the DWSRF Intended Use Plan;
- Overseeing the public health priorities of the program;
- Determining project readiness and negotiating final scopes of work; and,
- Overseeing the State Environmental Review Process (SERP) and Section 106 cultural review process.

Public Works Board
PO Box 42525
Olympia, WA 98504-2525

Prior to signing your contract:
Steve Dunk (360) 725-3157

See Attachment 1-A

BOARD staff is responsible for contracting, including:

- Conducting affordability index analysis, risk analysis, and financial review;
- Preparing and executing loan contract documents;
- Providing training on the DWSRF program and PWeB (Board's online contract management system); and,
- Managing contracts for completed projects.

Contracts Administration Unit

PO Box 42525
Olympia, WA 98504-2525

After you sign a contract:
Contact CAU
360-725-3150

See Attachment 1-B

CAU staff is responsible for managing DWSRF contracts from execution through project completion, including:

- Providing contracts management training;
- Monitoring compliance with federal requirements and contract progress;
- Reviewing and approving reimbursement requests;
- Amending contracts, project completion process; and
- Issuing annual loan billing statements.

1.3 DWSRF Subsidies Criteria

The 2015 loan cycle will be using affordability criteria to determine the loan interest rate and the percent of principal forgiveness for those DWSRF applicants that requested consideration for forgiveness. The affordability index (AI) measures the burden of costs passed from the drinking water system to the users against the median household income (MHI) for the area. It is important to note that compliance with subsidy requirements do not guarantee funding and subsidy. The subsidy will be distributed among the qualifying projects scoring highest on the fundable list. The final loan amounts and loan forgiveness portions are calculated at project completion and are based on the project's actual eligible costs.

Affordability Level of Households	Principal Forgiveness	Interest Rate	Loan Fee	Repayment Period
Water system is not economically disadvantaged – AI is less than 1.5%	0%	1.5%	1%	20
Water System with AI between 1.5% and 2.0%	0%	1.0%	1%	20
Water System with AI between 2.01% and 3.5%	30%	1.5%	0%	20
Water System with AI above 3.5%	50%	1.0%	0%	20
Eligible restructuring/consolidation projects proposed by municipal Group A water systems. Projects must result in a change in ownership.	50%	1.0%	0%	20

If applicable, borrowers will receive the loan forgiveness upon project completion. After project completion, borrowers will have term of contract to repay the remainder of their loan after the portion of forgiveness has been applied plus the loan fee (if applicable) and any accrued interest.

1.4 Loan Fee

An administrative loan fee of 1% is charged on borrowers that have AI of 2% or less, and made payable upon contract execution.

1.5 What is the Difference between Municipal and Non-Municipal Borrowers?

A **municipal borrower** is a political unit, such as a city or town or special purpose district, such as a P.U.D., that is incorporated and self-governing.

A **non-municipal borrower** will fall under one of the following categories:

- Home Owners Associations;
- Water Associations;
- Non-Profit Organizations; or
- For-Profit Organizations.

Non-municipal borrowers must comply with additional requirements.

1.6 Water System Planning Requirements

DWSRF projects must be included in current, DOH-approved water system plans and small water system management programs submitted at the time of application.

1.7 Federal and State Requirements

Numerous federal and state requirements must be followed when implementing a DWSRF-funded project. These requirements are a part of the contract between the Public Works Board (BOARD) and the borrower. Please see Attachment 1-C.

1.8 Borrower's Roles and Responsibilities

Implementation of a DWSRF-funded project is the responsibility of the borrower. The first step is to designate an employee or official (or volunteer, for non-municipal drinking water systems) as the project manager. This person will be responsible for keeping track of all phases of the project and serve as the administrative point of contact.

The project manager should use the checklist in Section 2 to identify major tasks necessary to measure progress and to complete the project in compliance with state and federal regulations.

The project manager must be trained in PWeB, the BOARD's online contract management system. Please contact BOARD staff to schedule a training session for PWeB.

1.9 Pre-Contract Requirements

1.9a Data Universal Numbering System (DUNS)

In order to execute a DWSRF contract, borrowers must have a Data Universal Numbering System (DUNS) Number, which is a unique nine-character identification number provided by Dun & Bradstreet. Organizations may call D&B at 1-866-705-5711 or access the website http://fedgov.dnb.com/webform if they do not have a DUNS Number. The process to request a DUNS Number via phone takes about 10 minutes and is free of charge. Internet requests are fulfilled within

24 hours. Once a DUNS Number has been issued, it will be available for use in the System for Awards Management (SAM) within 24 hours.

1.9b Valid Registration with System for Awards Management (SAM)

In order to execute a DWSRF contract, DWSRF borrowers must have a valid Entity registration with the System for Awards Management (SAM). SAM is a Federal Government owned and operated free website that consolidates the federal procurement systems and the Catalog of Federal Domestic Assistance into one new system. SAM now includes the functionality of the Central Contractor Registry (CCR).

Entity registration must be updated or renewed at least once a year or it will expire. Go to www.sam.gov to check whether or not you are already registered. You do not need a user account to search, just type your Entity name or DUNS number into the search box.

If you are not registered, you must first create a user account and register online at www.SAM.gov. You will need your DUNS number to complete your registration. If you need help, the Federal Service Desk at www.fsd.gov has provided help to navigate the system and support you need to register with SAM.

1.9c Statewide Vendor Number

In order to execute a DWSRF contract, borrowers must establish a statewide vendor (SWV) number through the Office of Financial Management (OFM). The Statewide Payee Desk maintains a central file that is used by all Washington state agencies to process payments to individuals and businesses. Contact OFM at (360) 407-8180, payeehelpdesk@ofm.wa.gov, or obtain the required forms at: http://des.wa.gov/services/ContractingPurchasing/Business/VendorPay/Pages/statewideVendors.aspx. SWV number must be submitted to DOH.

1.10 Time of Performance Requirements

Borrowers must demonstrate projects are progressing in a timely manner. Contracts may be terminated if projects are not progressing on schedule. Projects must be completed within 48 months in accordance with the scope of work.

Borrowers must issue the Notice to Proceed within 18 months of contract execution. Submit Notice of Contract Award and Notice to Proceed (Attachment 7B) to your CAU Representative.

When the project is complete, the borrower must submit to DOH a Construction Completion Report. In addition, the borrower must submit a DWSRF Completion Request to the CAU through PWeB online forms.

1.11 Insurance – Additional Requirements for Non-Municipals

Non-municipal borrowers are required to submit proof of liability insurance to CAU within 30 days of contract execution. The Public Works Board must be named as a certificate holder.

Liability Coverage – Commercial general liability coverage must be obtained at the borrower's sole expense and kept in force until the completion of the activities listed in the DWSRF loan contract scope of work. The recommended policy limits should be no less than $1,000,000 per occurrence with a general aggregate limit of $5,000,000, or the amount of the DWSRF loan.

Property Coverage – Property insurance provides coverage for all risks of physical damage or loss to the improvements and/or structures to be constructed using the proceeds of the DWSRF loan. Property insurance must be obtained at the borrower's sole expense and kept in force during the entire term of the loan. Borrower must send proof of coverage for property insurance in the form of a certificate of insurance to the CAU. Borrowers may request reimbursement for property insurance costs during the construction period.

Proof of property coverage, in the form of a certificate of insurance, is required upon issuance of Notice to Proceed.

Contact the Washington State Office of Insurance Commissioner for questions regarding insurance companies at www.insurance.wa.gov or call 800-562-6900.

1.12 Annual Loan Payments

Loan repayments are due October 1st, following the execution date and shall consist of interest only for the first payment. Subsequent repayments shall consist of principal and interest remaining for term of the loan. The final payment shall be on or before the term of the loan of an amount sufficient to bring the loan balance to zero.

Billing statements are issued by CAU to the borrower approximately one month prior to the date payment is due.

The borrower will repay the loan in accordance with the preceding conditions through the use of a check, money order, or equivalent means made payable to the Washington State Department of Commerce, or its successor.

1.13 Establishment of Adequate Rates and Reserves

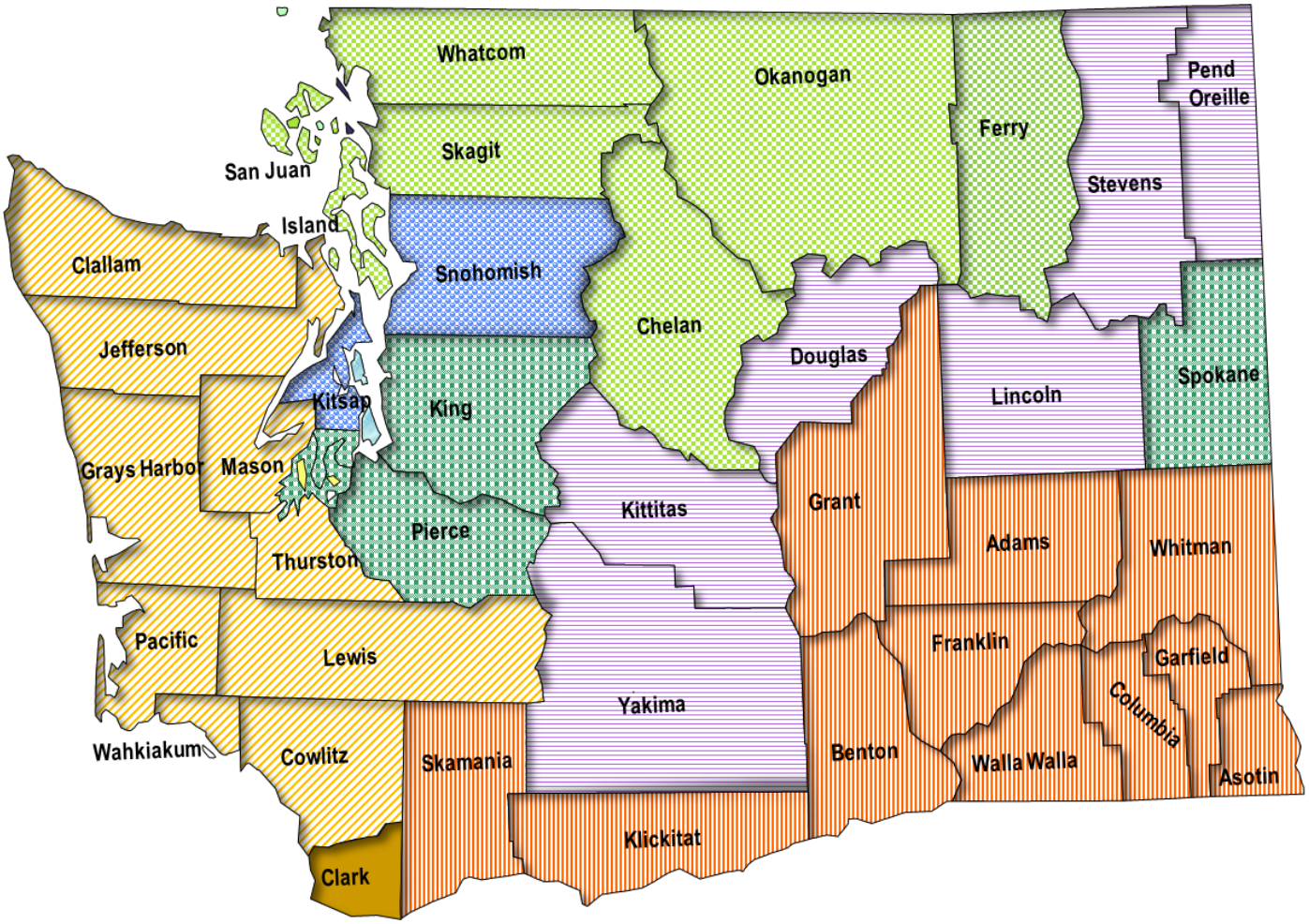
Borrowers are required to have rates or charges for the services of the system that shall be sufficient to provide funds which, along with other revenues of the system, will pay all operating expenses and debt repayments during the term of the loan. In addition, the borrower must create, fund and maintain reserves at least as required by the Water System Plan or Small Water System Management Plan. The Board reserves the right, at any time, to request proof of compliance of these requirements from the borrower.

Attachment 1-A: WA State Public Works Board Regional Service Coordinators (RSC)

Client Services Representatives:	Contact Information:	Regions:
Steve Dunk	(360) 725-3157 / stephen.dunk@commerce.wa.gov	Adams, Chelan, Douglas, Kittitas, Lincoln, Lewis, Spokane, Whitman, Yakima
Chris Gagnon	(360) 725-3158 / christina.gagnon@commerce.wa.gov	Asotin, Benton, Clark, Columbia, Cowlitz , Franklin, Garfield, Klickitat, Skamania, Wahkiakum Walla Walla
Isaac Huang	(360) 725-3162 / isaac.huang@commerce.wa.gov	Ferry ,King, Okanogan, Pend Oreille, Stevens
Lynn Kohn	(360) 725-3042 / lynn.kohn@commerce.wa.gov	Grant, San Juan , Skagit, Snohomish, Whatcom
Jacki Skaught	(360)725-3161/ jacki.skaught@commerce.wa.gov	Clallam , Grays Harbor, Jefferson, Kitsap, Mason, Pacific, Pierce, Thurston

Department of Commerce
Public Works Board
1011 Plum St SE
PO Box 42525
Olympia, WA 98504-2525
www.commerce.wa.gov/

Attachment 1-B Contracts Administration Unit Regional Map



CAU Project Managers
Jacquie Andresen – (360) 725-3089 Jacquie.Andresen@commerce.wa.gov
Cathy Brockmann – (360) 725-3087 Cathy.brockmann@commerce.wa.gov
Carrie Calleja– (360) 725-3015 Carrie.calleja@commerce.wa.gov
Arlene Escobar – (360) 725-2725 Arlene.escobar@commerce.wa.gov
Denise Fry – (360) 725-2741 Denise.fry@commerce.wa.gov
Connie Rivera – (360) 725-3088 Connie.rivera@commerce.wa.gov
Missy Lipparelli – (360) 725-3086 Missy.Lipparelli@commerce.wa.gov

1011 Plum Street SE
P.O. Box 42525
Olympia, WA 98504-2525
(360) 725-4000
(360) 586-8440 FAX

Attachment 1-C: Federal and State Requirements

Environmental Authorities

Archeological and Historic Preservation Act of 1974, Public Law 86-523 as amended

Clean Air Act, Public Law 84-159 as amended

Coastal Barrier Resources Act, Public Law 92-583 as amended

Endangered Species Act, Public Law 93-205 as amended

Environmental Justice, Executive Order 12898

Floodplain Management, Executive Order 11934 as amended by Executive Order 12148

Protection of Wetlands, Executive Order 11990

Farmland Protection Policy Act, Public Law 97-98

Fish and Wildlife Coordination Act, Public Law 85-624 as amended

National Historic Preservation Act of 1966, Public Law 89-665 as amended

Safe Drinking Water Act, Public Law 93-523 as amended

Wild and Scenic Rivers Act, Public Law 90-542 as amended

Title 40 Part 141 Code of Federal Regulations, Federal National Primary Drinking Water Regulations (Section Adopted by Reference)

Economic and Miscellaneous Authorities

Demonstration Cities and Metropolitan Development Act of 1996, Public Law 89-754 as amended, Executive Order 12372

Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants or Loans

Uniform Relocation and Real Property Policies Act, Public Law 91-646 as amended

Debarment and Suspension, Executive Order 12549

American Iron & Steel Products Requirements of Consolidated Appropriations Act of 2014

Social Policy Authorities

Age Discrimination Act of 1975, Public Law 94-135

Title VI of the Civil Rights Act of 1964, Public Law 88-352

Section 13 of the Federal Water Pollution Control Act Amendments of 1972, Public Law 92-500 (the Clean Water Act)

Section 504 of the Rehabilitation Act of 1973, Public Law 93-112 (including Executive Orders 11914 and 11250)

Equal Employment Opportunity, Executive Order 11246

Women's and Minority Business Enterprise, Executive Orders 11625, 12138 and 12432

Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988, Public Law 100-590

Davis Bacon Act

Applicable federal wage decisions

State Laws

Chapter 36.70A RCW, Growth Management Act

Chapter 39.80 RCW, Contracts for Architectural and Engineering Services

Chapter 39.12 RCW, Washington State Public Works Act

Chapter 43.20 RCW, State Board of Health

Chapter 43.70 RCW, Department of Health

Chapter 43.155 RCW, Public Works Project

Chapter 70.116 RCW, Public Water Systems Coordination Act of 1977

Chapter 70.119 RCW, Public Water Supply Systems Certification and Regulation of Operations

Chapter 70.119A RCW, Public Water Systems, Penalties & Compliances

Chapter 246-290 WAC, Group A Public Water Systems

Chapter 246-291 WAC, Group B Public Water Systems

Chapter 246-292 WAC, Waterworks Operator Certification Regulations

Chapter 246-293 WAC, Water Systems Coordination Act

Chapter 246-294 WAC, Drinking Water Operating Permits

Chapter 246-295 WAC, Satellite System Management Agencies

Chapter 246-296 WAC Drinking Water State Revolving Fund Loan Program

Chapter 173-160 WAC, Minimum Standards for Construction & Maintenance of Wells

Title 173 WAC, Department of Ecology Rules

ESHB 1497 Section 1021, Investment Grade Efficiency Audit

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2.1 Contract Amendments Overview

When a borrower is proposing a change in the contract scope of work, or type of budget activities to be funded, or in the timing to carry out the contract activities, an amendment to the contract must be requested.

To initiate an amendment to the contract, the borrower should contact CAU.

2.2 Scope of Work Amendment

If the scope of work must be revised in any way, the borrower submits the request to the CAU Project Manager through a PWeB online form.

An additional environmental (SERP) and/or cultural (106) review may be required whenever the scope of work is revised, particularly for the following revisions:

- Increasing or changing the project location / Area of Potential Effect
- Excavating at a deeper depth or different location
- Adding new elements to the project scope of work
- Increasing the pipe size

No work can be done on any elements of the proposed scope change until DOH determines the scope change is allowable, all elements of the SERP/106 are completed for the proposed change, and a contract amendment has been fully executed.

2.3 Requesting Extensions

In order for the BOARD to consider a project extension request, the borrower must request an extension to the Project Completion Date at least 120 days before the expiration of that date referenced on the Declarations page of the contract. The Borrower must request a Project Completion extension in PWeB. The request must state the reason for the delay and list the revised timeline for completion of the activities.

If a Notice to Proceed is not issued within 18 months of contract execution the Borrower must submit in writing a request to extend the NTP date. This request must be approved by the Public Works Board.

2.4 Contract Implementation Checklist

The following checklist is provided as an overall guide for the implementation of the borrower's approved DWSRF project. The checklist is general in nature, which means that some items may or may not be applicable based on the type of project being constructed. The checklist is provided so that borrowers can make sure certain actions have been taken, and it should be used as a reference to specific sections of the contract handbook.

Row	AWARD	Handbook Section	YES	N/A
1	Established project files	3		
2	Designated a Project Manager	1		
3	Provide Data Universal Numbering System (DUNS) Number to DOH	1		
4	Registered in SAM	1		
5	Established a Statewide Vendor Number and provide to DOH	1		
6	Negotiated contract scope of work with DOH			
7	Received loan award letter from the BOARD			
8	Received training on PWeB from BOARD staff			
9	Received two sets of contracts from the BOARD			
10	Signed and returned two original sets of contracts to the BOARD			
11	Received training on contracts management, federal requirements from CAU			
12	Established a dedicated repayment account for repayment of the DWSRF loan & provided CAU a copy of the statement within 30 days of contract execution	4		
13	Obtained proof of insurance (non-municipals) & provided CAU a copy within 30 days of contract execution	1		
14	Completed the State Environmental Review Process (SERP); provided a copy of DOH completion letter to CAU	6		
15	Completed the Section 106 Cultural/Historical Review process; provided a copy of DOH completion letter to CAU	6		
16	Provided copy of DOH approval letter for Project Report and Construction Documents to CAU			
17	Submitted progress status reports to CAU as part of each reimbursement request. For construction draws a Certified Compliance of Payroll and Buy American forms needs to be included.	4		
18	Conducted a competitive process to procure professional services (engineer, architect)	5		

Row	AWARD	Handbook Section	YES	N/A
19	Checked Federal Excluded Parties List (SAM.gov) for clearance on professional service providers (engineers, architects, etc.) prior to signing contracts; provided copies of website search results to CAU	5		
20	Developed contracts in accordance with all applicable state and federal requirements	5		
21	Requested Federal wage rates from CAU or Federal Dept. of Labor website	7		
22	Developed Bid packet; forwarded to CAU for review	7		
23	Provided CAU with a copy of the proposed bid advertisement prior to advertising for construction contract, for CAU approval	7		
24	Advertised for bid following CAU approval of bid advertisement	7		
25	Demonstrated compliance with Disadvantaged Business Enterprises	5, 7		
26	Ten days before bid opening, verified with CAU that Federal rates in bid packet are current	7		
27	Conducted bid opening in accordance with Washington State Law	7		
28	Contacted CAU when less than two bids received	7		
29	Adopted proper bonding	7		
30	Checked Federal Excluded Parties List (SAM.gov)for clearance on prime contractor, sub-contractors, and vendors prior to signing contracts; provided copies to CAU	5, 7		
31	Conducted pre-construction conference; forwarded copy to CAU	9		
32	Submitted DWSRF Notice of Contract Award and Notice to Proceed to CAU. ***Notice to Proceed must be issued within 18 months of contract execution.***	7		
33	Submitted proof of property coverage insurance to CAU (non-municipals)	1		
34	Posted applicable Federal Wage Decision and Federal Department of Labor poster at the job site	7		
35	Submitted 21 day Labor packet to CAU for approval	9		

Row	AWARD	Handbook Section	YES	N/A
36	Monitor labor standards compliance and conduct employee interviews throughout construction			
37	Submitted Construction Completion Report to DOH and provide copy of the Construction Completion Report or approval letter to CAU	9		
38	Submitted Project Completion Request to CAU through PWeB	9		
39	Scheduled A-133 audit following $500,000 or more in expenditures (all federal sources of funds) in borrower's fiscal year if applicable *****Audit requirements are currently being re-written please contact your CAU mgr. for updates.**	4		
40	Met the Investment Grade Efficiency Audit requirements set by Dept. of Health? If applicable	8		
41	Met American Iron & Steel requirements by placing requirement in Bid specs and submitting Buy American Certification with construction reimbursement requests.	7		

Attachment 2-A: Quick References for Drinking Water State Revolving Fund

Federal Wage Decision
www.wdol.gov

Washington State Labor & Industries Prevailing Wage
www.lni.wa.gov

Office of Minority & Women's Businesses
www.omwbe.wa.gov

Public Works Board
www.pwb.wa.gov/financial-assistance/Drinking-Water/Pages/default.aspx

Public Works Board PWeB on-line loan management system
(requires borrower to be trained and to have been issued a password
https://fortress.wa.gov/cted/pwbloantracking/

Municipal Research and Services Center (MRSC)
http://www.mrsc.org/

Washington Small Business Development
www.wsbdc.org

Washington Society of Certified Public Accountants
www.wscpa.org

Washington State Department of Health, Office of Drinking Water
www.doh.wa.gov/ehp/dw

Contractor Registration, Federal Excluded Parties List
www.sam.gov

Section 3. Record Keeping and Reporting

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3.1 Overview

DWSRF borrowers must be able to document compliance with all state and federal regulations. Good record keeping and reporting systems are essential to document compliance. This section provides a summary to help set up a DWSRF record keeping system and a summary of reports that will be requested during the management of the contract.

3.2 Establishing a Filing System

The borrower must maintain accurate and current files. It is best to keep all DWSRF files in one central location. Files need to be accessible to all project funders.

3.3 Security

Files should be kept in a secure place, but accessible to the public.

3.4. Maintaining Records

All records and files pertaining to the DWSRF application, engineering, and construction of the project must be stored for the life of the loan plus six years (generally twenty-six years for a 20-year loan). Records of operating and maintenance costs do not have to be saved for purposes of the DWSRF loan.

3.5. Organizing a Filing System

A good filing system can be a very effective management tool. It will ensure that the borrower has all necessary documentation to meet compliance requirements. The following is suggested as a basic guide for DWSRF record keeping. It is recommended that borrowers keep separate files for each DWSRF project.

The system includes major headings for administration, financial management and compliance:

1 – Application

2 – Loan Contract & Amendments

3 – Financial Management

4 – Non-Construction Contracts

5 – Procurement / Bonding

6 – Environmental / Cultural Review

7 – Prime Contractor Contracts

8 – Labor Construction & Standards

9 – Required Reports

3.6. Progress Status Reports

Each A19 Reimbursement Voucher must be accompanied by a Project Status Report, which describes the progress made on the project since the last invoice was submitted. CAU will not release payment for any reimbursement request received until the Project Status Report is received. After approving the Reimbursement Voucher and the Project Status Report, CAU shall promptly remit a warrant to the Contractor.

3.7. Project Completion

In order to complete your project, the following must be submitted to your CAU Project Manager:

- A copy of the Construction Completion Report
- Project Completion Request through the PWeb online database

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4.1 Overview

This section is designed to help DWSRF borrowers understand and implement financial management systems that comply with DWSRF program requirements.

4.2 Internal Control

The borrower should designate one person as fiscal coordinator of the DWSRF loan. Only one signature is required to request reimbursement of expenditures from Commerce, however, in the absence of the fiscal coordinator, or in other circumstances, a second person should be authorized to sign on the reimbursement request form.

Borrowers must maintain effective internal controls and accountability for the DWSRF funds by complying with financial management standards and generally accepted accounting principles. Methods for maintaining internal control include establishing policies and practices for approval of expenditures, bonding of staff handling cash, clearly defining loan and project management roles and responsibilities, and maintaining segregation of duties in handling and accounting for expenditures and receipting of funds.

4.3 Establishing a Dedicated Repayment Account

Non-municipal borrowers must establish a dedicated account in a FDIC insured institution to handle the funds for repaying the loan, and should have a separate account for each DWSRF loan. This account is used solely for the purpose of repaying the DWSRF loan. A copy of the initial bank statement must be submitted to the CAU within 30 days of contract execution and before the first request for reimbursement will be paid.

Municipal borrowers could be required to establish a dedicated repayment account. Please refer to special terms and condition of your contract.

4.4 Audit
2 CFR 200 Subpart F Federal Audit

The **"Super Circular"** will apply to your project if your city, town or water system has spent more than $750,000 of ***any*** federal money within ***your*** fiscal year. This is a new audit requirement that replaces the Circular A -133 (which had a $500,000 trigger).

Note: Non-municipal borrowers in need of locating an auditor, for purposes of complying with the audit, should contact the Washington Society of CPA's at http://www.wscpa.org.

Audit for For-Profit Borrowers

All For-Profit borrowers that expend $500,000 or more in federal funds (all sources) in their fiscal year must have an audit conducted in accordance with current standards contained in and/or issued by:

- American Institute of Certified Public Accountants (AICPA)
- Government Auditing Standards
- Governmental Accounting Standards Board (GASB)

*****Audit requirements are currently being re-written please contact your CAU manager for updates.**

4.5 Requesting Reimbursement for Preconstruction Activities

After the contract is executed, reimbursements may be requested for eligible pre-construction costs that are directly related to the project but not paid for by any other state or federal funds, regardless of when the activities were completed but not paid for by any other state or federal funds. Eligible activities include such things as: Small Water System Management Programs and Water System Plan Amendments (preparation and submittal costs), design and engineering, permitting, project report and construction documents, and environmental/cultural reviews.

Each A19 Reimbursement Voucher must be accompanied by supporting documentation of costs incurred, and a Project Status Report. CAU will not release payment for any reimbursement request received until the Voucher, supporting documentation, and Project Status Report are received. After approving the Voucher and the Project Status Report, CAU shall promptly remit a warrant to the Contractor.

Note: Non-municipal clients must submit documentation within 30 days of contract execution to the CAU to demonstrate compliance with the following two requirements prior to receiving any reimbursements:

- Proof of liability insurance, and
- A copy of the dedicated repayment account bank statement.

4.6 Requirements before Starting Construction

Prior to starting construction which includes any ground disturbing activities, there are certain contract conditions that must be met prior to issuing the Notice of Contract Award and Notice to Proceed. Meeting these conditions may take from 60 to 180 days (or longer) to complete.

The borrower is encouraged to begin work as soon as possible to complete and obtain approval from DOH on:

- State Environmental Review Process (SERP), Karen Klocke, DOH (360) 236-3116
- Section 106 cultural review process, and
- Project report and construction documents

Draft Bid Specifications and Bid Ad must be reviewed by your CAU project manager before advertisement.

In addition, the following must be submitted to CAU:

- Documentation that the prime contractor is not on the Federal Exclusions List (suspension and debarment). www.SAM.gov
- DWSRF Notice of Contract Award and Notice to Proceed form.
- Preconstruction conference minutes.
- A copy of bidder's list

4.7 Requesting Reimbursement for Construction Activities

Federal Wage Requirements:

- Before CAU can reimburse the borrower for the first construction reimbursement, the borrower must submit the 21 Day Labor Package to CAU for approval.

4.8 A-19 Reimbursement Voucher & Project Status Report

Borrowers must request reimbursements using Commerce A-19 Reimbursement Voucher and Project Status Report. A19 Reimbursement Vouchers must have a signature, title and date in the designated area. CAU staff will provide these forms to borrowers along with the executed contract. Borrower may request electronic forms from your CAU manager. Borrowers may submit A19 Reimbursement Voucher via mail or electronically. If submitting electronically the limit of backup documentation is 25 pages.

The A-19 Reimbursement Voucher must include documentation of costs incurred. Copies of invoices for work or services completed must be attached as such documentation. Project Status Report must reflect the current status of the project and submitted with EVERY A19 Reimbursement Voucher. Borrowers do not have to pay the invoice prior to requesting reimbursement from CAU, but the expense must have been already incurred.

In addition, each construction A19 Reimbursement Voucher must be accompanied by a Certified Compliance of Payroll Review form (Attachment 4-A) and Buy American Certification form (Attachment 4-D), CAU will not release payment for any reimbursement request received until the complete package is received. After approving the reimbursement request, CAU shall promptly remit a warrant to the DWSRF borrower, usually within 12-15 business days of having submitted the request to CAU. CAU will not pay the borrower's prime contractor, sub-contractors or any vendors directly.

Your SAM registration MUST be current in order to receive reimbursements.

Final Reimbursement Request

A sum of 10 percent of the funds shall be withheld until all tasks, activities and conditions of the DWSRF contract have been successfully completed by the borrower and fully accepted by DOH and COMMERCE. At that time the borrower can request the final reimbursement.

4.9 Frequency of Reimbursement Requests

Borrowers are requested to limit their reimbursement requests to no more than one request per month. The amount requested must be at least $500.00. If the reimbursement is less, CAU may hold it until the borrower's requests total at least $500.00, then process for payment.

4.10 Eligible / Ineligible Activities and Costs

Please refer to Attachments 4-B and 4-C for eligible and ineligible project activities and costs.

Indirect Costs

Prior to invoicing Commerce for "Indirect Cost" the borrower must submit the approval indirect rate letter from the cognizant agency or the "Certification of Indirect Costs" rate proposal that was submitted for their review per OMB 2 CFR 200, Appendix VII.

4.11 Compliance by Prime, Sub-Contractors and Professional Service Providers

Borrowers must require their prime and sub-contractors (including contracted administrators and engineers) to comply with all financial management and federal requirements. Also document that they are not on the Federal Excluded Parties list.

Attachment 4-A: Certified Compliance of Payroll Review

Washington State Department of Commerce

PUBLIC WORKS BOARD

DRINKING WATER STATE REVOLVING FUND

LABOR STANDARDS CERTIFICATION

_____

Legal Name

_____

Contract Number

_____

A19 Reimbursement Voucher Request #

CERTIFICATION

I hereby certify that all certified payrolls for the period supported by the attached A19 Reimbursement voucher have been reviewed to ensure that all laborers and mechanics are being paid at least the higher of the prevailing wage rates contained in the applicable federal or state wage decisions for the type of work performed.

Borrowers Signature: _____

Print Name: _____

Title: _____

Date: _____

Attachment 4-B: Eligible Activities and Costs

- Costs must be directly related to the project being financed by the DWSRF loan. Eligible project activities and costs include the following:
- Preconstruction activities (engineering, Water System Plan Amendments and Small Water System Management Program preparation, design, legal, financial, environmental and cultural review, permitting, and surveying) directly related to an eligible capital construction project.
- Acquisition of real property from a willing seller as an integral part of a capital construction project being funded:
    - Purchase of land and easements acquired for and devoted to the project from a willing seller.
    - Purchase of improvements.
    - Adjustment or re-establishment of improvements.
    - Salaries, expenses or fees of appraisers, negotiators or attorneys.
    - Removal or demolition of improvement.
    - Other direct costs in connection with acquisition. Amounts received from the sale of excess real property or improvements and from any rental will be reduced from the direct costs.
- The costs for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.
- DWSRF loan fees.
- The purchase of a portion of another system's capacity, if it is the most cost effective solution (limited to publicly owned (municipal) systems).
- Construction of reservoirs (clear wells) that are part of the treatment process and are co-located with the treatment facility.
- Construction of distribution reservoirs (finished water).
- Cost associated with restructuring or consolidation of existing water systems by publicly owned water systems.
- Main extensions to connect to safe and reliable sources of drinking water.
- DOH-approved projects for refinancing of debts (that address surface water, Volatile Organic Chemicals (VOCs), Inorganic Chemicals (IOCs), and projects for systems under a compliance order to construct a project) when they have been incurred by publicly owned (municipal) water systems after July 1, 1993.
- Cost associated with collecting and preparing environmental assessment documents to obtain local permits.
- Direct labor including related employee benefits.
- Salaries and wages (at actual or average rates) covering productive labor hours of employees of the borrower (excluding the administrative organization of the operating unit involved) for periods of time actively or incidentally engaged in pre-design engineering, design engineering,

construction engineering, acquisition of rights of way, and the cleaning, sterilization or bacteriological testing of water system components prior to public use. The costs of services rendered by employees generally classified as administration/project management of the loan are considered a direct cost only when such employees are assigned the types of services described above and shall be limited to 3% or less of the project loan amount.

- Employee benefits relating to labor are considered a direct cost of construction projects. The following items may be included as employee benefits:
    - F.I.C.A. (Social Security) –employer's share.
    - Retirement benefits.
    - Hospital, health, dental, and other welfare insurance.
    - Life insurance.
    - Industrial and medical insurance.
    - Vacation.
    - Holiday.
    - Sick leave.
    - Military leave and jury duty.
- Employee benefits must be calculated as a percentage of direct labor dollars.
- The computation of predetermined percentage rates to be applied to current labor costs must be based on the average of total employee benefits and total labor costs for the prior fiscal year and adjusted by known current year variations.
- Other than work identified above, no costs associated with labor performed by the borrower's employees, including force account work, are eligible for financing assistance.
- Contract engineering, planning, design, legal, and financial planning services. The BOARD reserves the right to declare ineligible legal costs that are unreasonable and disproportionate to the project.
- Contract construction work.
- Direct vehicle and equipment charges at the actual rental cost paid for the equipment or, in the case of city or county-owned equipment, at the rental rates established by the local government's "equipment rental and revolving fund" following the methods prescribed by the division of municipal corporations. However, such costs must be charged on a uniform basis to equipment used for all projects regardless of the source of funding. Cities with a population of eight thousand or less not using this type of fund are allowed the same rates as used by the State Department of Transportation.
- Direct materials and supplies.
- Other direct costs incurred for materials or services acquired for a specific project are eligible costs and may include, but are not limited to such items as:
    - Telephone charges.
    - Reproduction and photogrammetry costs.
    - Video and photography for project documentation.

- Computer usage.
- Printing and advertising.
- Other project related costs include:
- Competitive Bidding.
- Audit.
- Property Coverage Insurance.
- Prevailing wages.
- Attorney fees.
- Environmental Review.
- Archaeological Survey.
- Monitoring Plan
- Inadvertent/Unanticipated Discovery Plan

➲ Projects may be designed to accommodate reasonable growth. This is generally the 20-year projection included in the system's water system plan or small water system management program.

Attachment 4-C: Ineligible Activities and Costs

- Water rights, except if the water rights are owned by a public water system that is being purchased through consolidation.
- Laboratory fees for monitoring.
- Operation and maintenance expenses (ex: reservoir cleaning, coating, and painting).
- Portable generators, tools, vehicles and other "rolling stock."
- Indirect salaries, wages, and benefits for water system employees whose work falls outside of the scope of project construction.
- General Liability insurance.
- Projects primarily for future population growth and water system expansion.
- Projects solely for pre-construction activities.
- Projects solely for studies or assessments.
- Restructuring (purchasing) costs incurred by privately owned systems.
- Point of use treatment devices for community systems and most non-community systems.
- Acquisition, construction, or rehabilitation of dams or raw water reservoirs.
- Individual projects for multiple water systems submitted as one application.
- Projects in which fire protection is the primary focus.
- Force account work.

Attachment 4-D: Buy American Certification

Washington State Department of Commerce
PUBLIC WORKS BOARD
DRINKING WATER STATE REVOLVING FUND

BUY AMERICAN CERTIFICATION

Legal Name:	
Project Name:	
Contract Number:	**Reimbursment Voucher Request #**

I hereby certify that all of the iron and steel products used and referenced in the attached Reimbursement Voucher for cost reimbursement are in full compliance with the American Iron and Steel requirements as mandated in Part 1: Special Terms and Conditions; Paragraph 1.37 (Municipal Borrowers) or Paragraph 1.42 (Non-municipal Borrowers) of the loan agreement with Commerce.

> "Iron and steel products" means the following products made primarily of iron and 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 (as defined in Part 1.; 1.1 Definitions).

I further certify that the costs of all of the iron and steel products produced in the United States were incurred while undertaking and administering approved project activities in accordance with Attachment I: Scope of Work and Attachment V: DWSRF Eligible Project Costs of the loan agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

Section 5. Requirements and Procedures for Procuring Professional Services

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5.1 Overview

The borrower may use their own staff for engineering and design work. Borrowers who are already under contract with an engineering or architectural consultant may continue to use that consultant for their project. Alternatively, borrowers that need to hire engineering or architectural consultants are required to use a competitive selection process. The borrower can demonstrate compliance with this requirement as long as the following guideline is used to secure professional services.

5.2 Consultant Roster (not applicable to non-municipal clients)

To demonstrate a competitive selection process was used, a local government/municipality may utilize a Consultant Roster for consultants. Information on utilizing the roster can be found on the Municipal Research Services Center of Washington website at www.mrscrosters.org.

5.3 Advertise

To demonstrate a competitive selection process was used by advertising, publish the request for professional services in a newspaper of general circulation. The advertisement must be publicized at a minimum of once a week for two weeks with at least 14 calendar days from last publication date must be allowed for respondents to prepare and submit their proposals. The announcement should state the general scope and nature of the project or work and how to contact the borrower for additional information.

Evaluation of Proposals and Statement of Qualifications:

The borrower must have a documented system for reviewing proposals and statements of qualifications submitted in response to the published and distributed advertisement. The system must include the use of selection criteria established prior to solicitation, evaluation of cost and rates, and be thorough, uniform and well documented.

Select Firm Most Advantageous to the Project:

1. Borrowers need to document why they selected the chosen firm and indicate why the chosen firm is the most qualified for the job. Select the firm (under the Request For Proposals method) whose proposal is most advantageous to the project considering all factors, or the most qualified (under Request for Statement of Qualifications method). In the case of the latter method, contract negotiations must then be conducted to determine the fair and reasonable price of services.
2. Borrowers should negotiate a contract with the most qualified firm for architectural and engineering services at a price they determine to be fair and reasonable. In making a determination, borrowers should take into account the estimated value of the services to be performed, as well as the scope and complexity of the project. If the borrower is unable to negotiate a satisfactory contract with the firm selected at a price the borrower determines to be fair and reasonable, negotiations with that firm shall be formally terminated and the borrower shall select other firms in accordance with RCW 39.80.040.

5.4 Check for Federal Exclusion

Before signing a professional services contract, borrowers must verify that the complete names of both the selected firm and the owner or president are not in the Federal Excluded Parties List System (www.SAM.gov) for Ineligible Professionals and Debarred Contractors. Further, the borrower must provide the CAU Project Manager with a computer printout documenting the firm and owner/president are not excluded. Contractor/subcontractor eligibility may be verified using the following website: www.SAM.gov.

5.5 Prepare the Contract

Prepare the contract agreement. The contract should include the following provisions:

General Requirements:

- Effective date
- Authority and source of funds
- Conditions and terms under which the agreement can be terminated
- Errors and Omission (engineering firms only) Engineering firm must be licensed to do business in Washington State; be in compliance with the Board of Professional Registration requirements, insured with proper errors and omissions insurance and/or bonding
- Conflict of interest provisions
- Access to records & records retention clauses

Scope of Services:

- Detailed description of the extent and character of work to be performed
- Time of performance and completion of contract services, including milestones, if any
- Specifications of materials or other services to be provided by both parties

Method of Compensation:

- Provisions for compensation for services
- Maximum amount payable under the contract
- Fee and payment schedules, if appropriate

5.6 Monitor Performance

The borrower should establish a system to monitor the performance of its engineer, architect or consultant. At a minimum, the system should provide for reconciling the bills against applicable documentation and receiving at the minimum, a monthly update on the project status, problems, etc. The scope of work can provide the basis for monitoring and evaluating the performance of the engineer, architect or consultant by specifically identifying performance measures.

5.7 Record Keeping and Reporting

Borrowers are required to maintain records for each procurement which identifies the procurement method used and why it was selected; the rationale used for selecting the contract type; reasons for selecting and rejecting bidders/qualified firms; and the basis for the contract cost or price. Borrowers are required to keep a copy of the advertisement published in the paper and records of Disadvantaged Business Enterprises that were invited to submit proposals or qualifications.

Section 6. Environmental and Cultural Reviews

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6.1 Overview

As the primacy agency for the DWSRF program, DOH leads the review processes for the State Environmental Review Process (SERP) and the National Historic Preservation Act (cultural review process), also referred to as Section 106. Although the SERP and the Section 106 are two distinctive processes, DOH will coordinate both reviews as much as possible. SERP is essentially a checklist of all environmental regulations, which encompasses the State Environmental Policy Act (SEPA) and the National Environmental Policy Act (NEPA).

All federally funded projects must undergo an environmental review and cultural review. Both reviews identify and analyze potential impacts a project may have on environmental, historical, and cultural resources. These reviews can take from three to eighteen months and sometimes longer if any of the following apply:

1. New ground will be disturbed.
2. Project will impact or is near:
   - Endangered species
   - Native American reservation
   - Contaminated soils
   - Historic structures
   - Body of water
   - Environmental sensitive area (e.g., wetlands)
   - Cultural resources
   - Historical Districts
3. Requested documentation is not provided in a timely manner.

Borrowers shall not move forward with any preconstruction ground-disturbing activities (such as, drilling test wells, completing geo-tech work, grading, clearing, etc.), or construction activities until both the SERP and 106 processes are complete and DOH has issued a final compliance letter. If ground-disturbing activities occur prior to the borrower receiving the final completion letter, the DWSRF loan funding will be jeopardized.

To ensure compliance with DWSRF requirement, municipalities that serve as the lead agency for SEPA are required to submit all documentation (EIS, DNS, Categorical Exemption Publication Notices, etc.) to DOH for final approval. In addition, state statute WAC 197-11-305(2) Categorical Exemptions does not pertain to federally funded projects. Water systems must document the exemption and complete a public comment period for all projects determined to be Categorically Exempted.

A government-to-government relationship must be properly adhered to for the cultural review; and as such, it is DOH's responsibility to contact the Tribes and the Department of Archaeology and Historic Preservation (DAHP). DOH will notify the borrower when a cultural resources survey is necessary. It is the borrower's responsibility to hire a qualified archaeologist to conduct the survey and submit a draft of the survey to DOH for final approval.

6.2 Projects Receiving Additional State or Federal Funding

The more stringent environmental and cultural review process must be followed in order to comply with DWSRF requirements. It is the borrower's responsibility to inform DOH of additional funding sources and submit any necessary compliance documentation that has been completed to date; otherwise any steps of the process not adequately documented must undergo another review.

Any documentation that is more than five years old is not valid, and subsequently another review is required. DOH will coordinate the reviews with other funding agencies.

6.3 Cultural and Environmental Review Timetable

Activity	Responsibility	Timeframe
Execute DWSRF Contract	BOARD & Borrower	Starting Point
Evaluate Project • Schedule site visit • Research Project Area at DAHP	DOH	Ongoing[1]
Make Section 106 Determination • "No Historic Properties Affected" -OR- • "Potential Historic Adverse Effect" o complete survey, monitoring plan, and/or inadvertent discovery plan o additional consultation with DAHP and Tribes	DOH Borrower	Ongoing[1] 3-6 months[2] 6-18 months[2]
Forward Determination to DAHP and Tribes	DOH	30 days
Review Concurrence Letter(s)	DOH	15 days
Make or Receive SEPA/NEPA Determination (a) Categorical Exemption/Exclusion (b) SEPA Checklist/Environmental Impact Statements (EIS)	Borrower/DOH/Other Regulatory Agencies	Ongoing[2]
Public Comment Period 1. Publish Section 106 and/or SEPA Findings	Borrower	30 days[3]
Forward Final Completion Letter	DOH	15 days

[1] *Revised project scope or other relative information may result in another review.*

[2] *Timeframe depends on the significance of cultural/historic resources in vicinity of the project area.*

[3] *Public comment period may run concurrently. If done separately, a 30-day public review is required for each process.*

6.4 Things That May Hinder Your Progress

The following items may delay progress on the project's environmental or cultural review:

A) Project Review Sheet (EZ-1 Form) is incomplete or contains incorrect information.

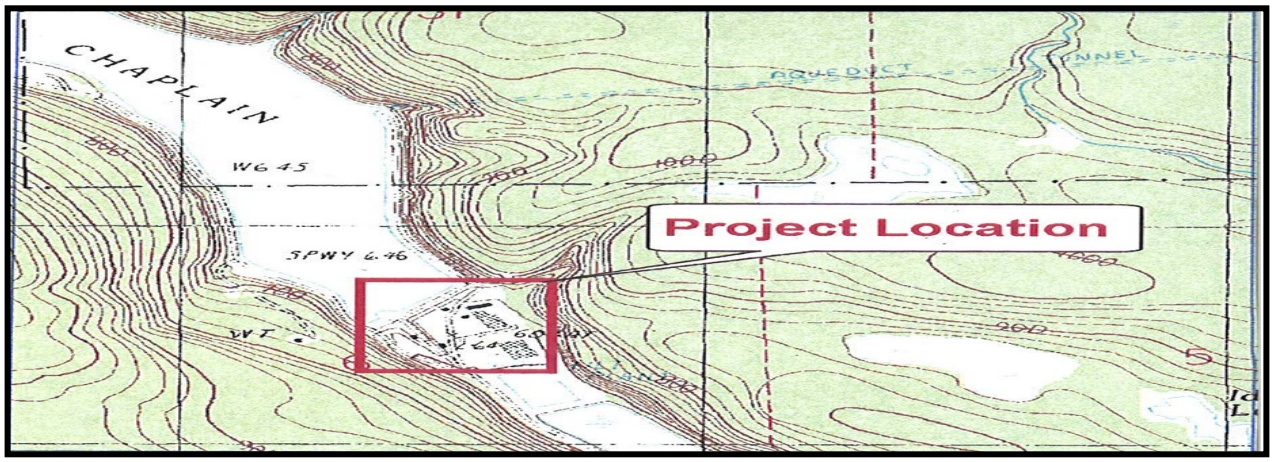
- Project location is not clearly identified.
- Project description is not detailed enough.
- Township, Range, and Section is incorrect.

B) The assumption that the cultural review is complete upon submittal of the EZ-1 Form is not correct. The EZ-1 Form is used to ***initiates*** the cultural review and further actions are required *(See Cultural Review Flow Chart).*

C) Not submitting the EZ – 2 Form when a structure or building is going to be modified or demolished. DOH will notify you if additional actions are required by the Department of Archeology and Historic Preservation (DAHP)

D) A 7.5 Series USGS Quad map is not submitted with the EZ-1 Form and project area is not identified (See below map as an example).

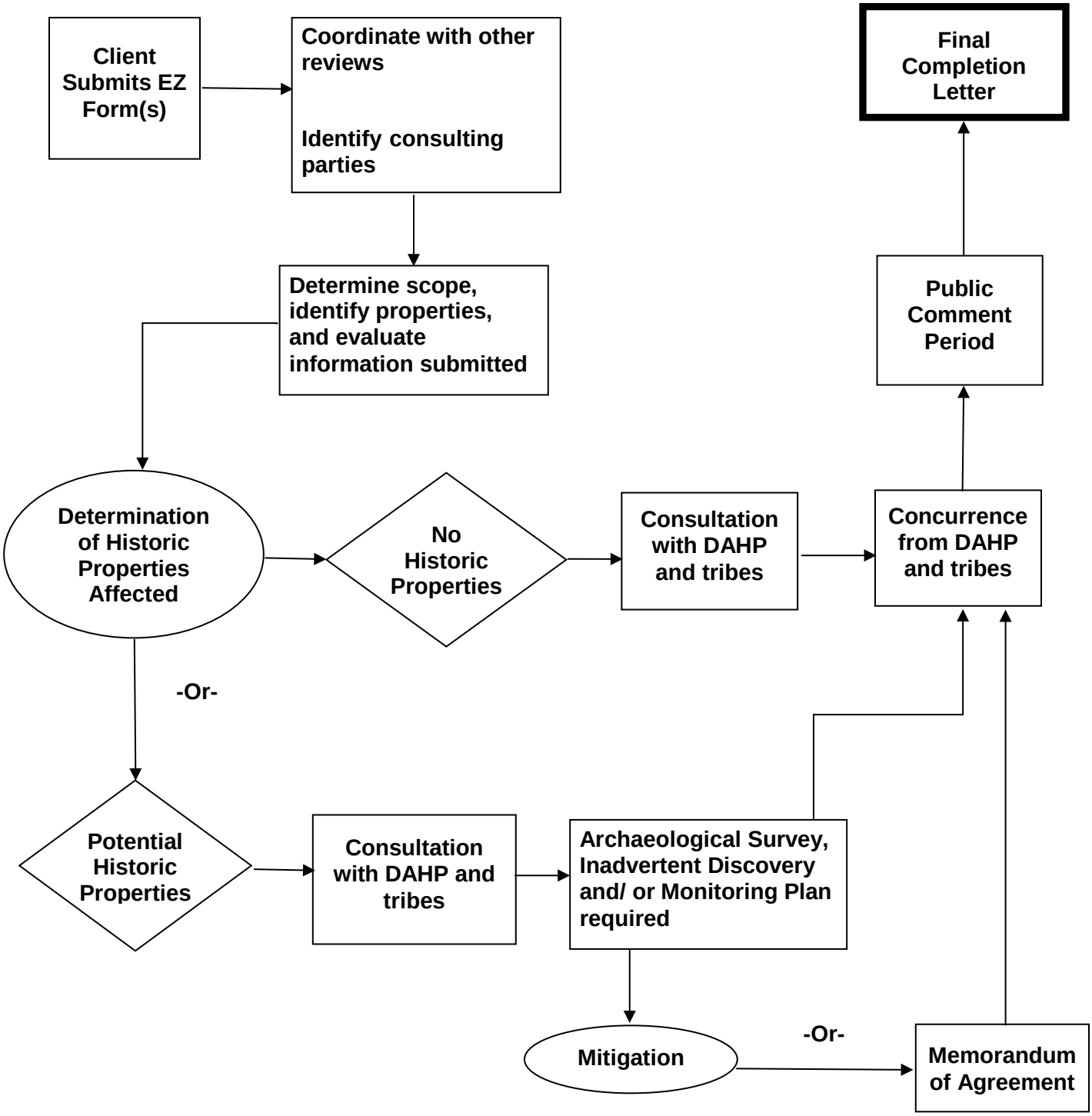
E) Revising the project scope of work or acquiring additional relevant information may result in another cultural resource review process.



For questions or to initiate the environmental or cultural review, contact Karen Klocke, DOH's SERP and Section 106 Lead at (360) 236-3116 or Karen.Klocke@doh.wa.gov

Additional information may be found at DOH's DWSRF website: http://www.doh.wa.gov/ehp/dw/106/default.htm.

6.5. Cultural Review Flow Chart



The SERP/106 review process officially begins upon execution of a DWSRF contract.

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Attachment 7-F: Davis-Bacon Flow Chart 141

7.1 Overview

This section describes a step-by-step process for procuring construction contractors. Information in this section outlines a competitive bid process applicable to DWSRF construction projects where the construction project must be competitively bid through a sealed bid process (or small works roster for projects $300,000 and under, where applicable).

This section also incorporates information regarding labor standards provisions that are applicable to construction projects over $2,000. For additional information on labor standards see Section 8.

Construction contracts are normally procured by sending an Invitation for Bid (IFB) to interested contractors. The IFB contains all the information the contractor will need to bid on a project. Once completed and submitted by the bidder, the IFB, if the lowest responsible bid, becomes the basis for the contract between the contractor and the grantee.

7.2 Non Municipals: Small Purchase Procedures for Limited Public Works Projects

Non-municipal borrowers may utilize the small purchase procedures in those instances where public works projects are not expected to cost over $35,000. However, small purchase procedures may not be used to procure engineering or architectural services. If small purchase procurement is used, price or rate quotations or proposals must be obtained from at least three qualified sources. Efforts must be made to seek at least one quotation or proposal from a certified Minority Business Enterprise (MBE) or from a certified Woman Business Enterprise (WBE). If the jurisdiction has established a lower ceiling for small purchases, then this lower ceiling must be followed. Document all steps taken, quotations/proposals received and outreach efforts made. Requests for quotes, proposals, etc., do not have to be advertised in a newspaper of general circulation. When using small purchase procedures, it is strongly recommended the selected firm's references and ability to perform be thoroughly checked. See RCW 39.04.155 (3) for details.

7.3 Small Works Roster (not applicable to non-municipal clients)

The small works statute RCW 39.04.155 allows participating public agencies to use a small works roster system for small works projects under $300,000 in lieu of other procedures to award contracts. More information can be accessed through the Municipal Research and Services Center website at www.mrscrosters.org .

7.4 Advertise for Bids/Invitation for Bid (IFB)

Prior to advertising, send a copy of the draft bid advertisement to CAU for review and approval.

At a minimum, a bid advertisement should include the following items:

- Title of project;
- Nature and scope of work;
- Location where plans and specifications documents may be obtained;
- Cost, if any, to obtain a set of plans and specifications documents;
- The place, date, and time that the bids are due;

- Statement that the borrower retains the right to reject any and all bids;
- List of the funding sources for the project, including the DWSRF funds; (See statement below)
- Requirement that the higher of prevailing state or federal wages must be paid; (See statement below)
- Statement indicating that borrower is an Equal Opportunity Employer; (See statement below)
- Statement that DWSRF requirements or provisions must be met by general contractors and all subcontractors.

The following statements must be included in the advertisement:

"All work performed on this project will be subject to the higher of the prevailing state or federal wage rates."

"The (City/County) of _____ is an Equal Opportunity and Affirmative Action Employer."

"This project is (funded/partially funded) through the Washington State Drinking Water State Revolving Fund program with federal funds from the Environmental Protection Agency."

"Small, Minority- and Women-owned firms are encouraged to submit bids."

See Attachment 7-A: Example of Advertisement for Construction Contract Bids.

Bids should be advertised in a newspaper of general circulation for the project area. General contractors must be given enough time to research specifications and submit responsible proposals. Borrowers must advertise the bid once a week for two weeks in a newspaper of general circulation. A minimum of 14 calendar days must be allowed between the date of the last publication and the bid opening date.

7.5 Disadvantaged Business Enterprise (DBE) Utilization Requirements

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for projects funded by the DWSRF program. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved. For more detailed information on DBE, please visit www.epa.gov/osbp/dbe_fair.htm.

7.6 Fair Share Objective Goals

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All contracts with the general contractors and subcontractors must include and accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.

IMPORTANT: Only MBEs and WBEs that are certified by Environmental Protection Agency (EPA), Small Business Administration (SBA), Washington Department of Transportation (DOT), or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

7.7 Six Good Faith Efforts

At a minimum, borrowers must follow the six good faith efforts listed below to ensure maximum participation among the DBEs.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practical through outreach and recruitment activities, including placing the 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 thirty calendar days before the bid or proposal closing date. Post the advertisement on the State Office of Minority and Women's Business Enterprises (OMWBE) website at www.omwbe.wa.gov and a Plan Center.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include 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 general contractor awards contracts to subcontractors, the subcontractor must also agree to fulfill the five good faith efforts listed above.

Borrowers must retain documentation showing they have followed the six good faith efforts above.

There are three options for the documentation:

- Provide an affidavit of publication of competitive bid that includes the following language at the least: "Small, Minority-and-Women-Owned businesses are encouraged to submit bids".
- Provide a copy of bid packet submittal to a Plan Center.
- Post bid advertisement on the Washington State Office of Minority and Women Business Enterprise (OMWBE) website at www.omwbe.wa.gov

7.8 Preventing Unfair DBE Practices

There are a number of provisions set by EPA (40 CFR, 33.302) to prevent unfair practices that adversely affect DBEs:

- General contractors are required to pay DBE subcontractors for satisfactory performance no more than 30 days from the time they receive reimbursement from borrowers.
- General contractors must notify borrowers prior to any DBE termination for convenience.
- If a DBE general contractor or subcontractor fails to complete work under the contract for any reason, the Six Good Faith Efforts must be employed in soliciting a replacement.
- Borrowers and general contractors are required to employ the Six Good Faith Efforts even if they achieved their fair share objectives.
- Borrowers must ensure that the following three forms are completed and submitted appropriately.

We strongly encourage the borrower to request and retain copies on file for all of the submitted forms. The forms need to be completed only if DBE subcontractors are employed. Copies of these forms are included in attachments 7G-I. Alternatively, to download these forms in PDF format, please visit www.pwb.wa.gov/financial-assistance/Drinking-Water.

7.9 EPA Form 6100-2 – DBE Program Subcontractor Participation Form

This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the general contractor, how much the DBE subcontractor was paid, and any concerns the DBE subcontractor might have. This form is not required to be submitted with the sealed bid package.

Download Form:	www.epa.gov/osbp/pdfs/Reinstated_6100_2.pdf
EPA Requirement:	Borrowers are required to have their general contractor provide this form to the DBE subcontractors.
Form Provided By:	General contractor provides form to DBE subcontractors.
Form Completed By:	DBE subcontractors.
Form Submittal Process:	DBE subcontractors submit form directly to EPA: Attn. Greg Luchey EPA Region 10 M/A OMP-145 Seattle, WA 98101 (206) 553-2967 Luchey.Greg@epamail.epa.gov Subcontractors also send copy to general contractor.

7.10 EPA Form 6100-3 – DBE Program Subcontractor Performance Form

This form captures an intended DBE subcontractor's description of work to be performed for the general contractor and the price of the work the subcontractor submitted to the general contractor. This form needs to be completed if applicable and submitted with the sealed bid package.

Download Form:	www.epa.gov/osbp/pdfs/Reinstated_6100_3.pdf
EPA Requirement:	Borrowers are required to have their general contractor provide this form to the DBE subcontractors.
Form Provided By:	General contractor provides form to DBE subcontractors.
Form Completed By:	DBE subcontractors.
Form Submittal Process:	DBE subcontractors submit form to general contractor. General contractor includes the forms in their bidding submittal package, which is submitted to borrower. General contractor submits form to EPA.

7.11 EPA Form 6100-4 – DBE Program Subcontractor Utilization Form

This form captures the general contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of that subcontract. This form needs to be completed if applicable and submitted with the sealed bid package.

Download Form:	www.epa.gov/osbp/pdfs/Reinstated_6100_4.pdf
EPA Requirement:	Borrowers are required to have their general contractor complete this form if they utilize DBE subcontractors.
Form Provided By:	Borrower provides form to general contractor.
Form Completed By:	General contractor.
Form Submittal Process:	General contractor submits form as part of their bidding submittal, which is submitted to borrower. General contractor also submits form to EPA.

7.12 Bidders List

Borrowers must require that bidders submit the follow information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposals. The bidders list must be kept until the loan's project period has expired and the recipient is no longer receiving EPA funding under the loan. The following information must be obtained from all prime and subcontractors:

- Entity's name with point of contact;
- Entity's mailing address, telephone number, and e-mail address;
- The procurement on which the entity bid or quoted, and when; and
- Entity's status as an MBE/WBE or non-MBE/WBE.

Under the DWSRF program, borrowers receiving a total of $250,000 or less in EPA funds in a given fiscal year are exempted from the Bidders List requirement. A copy of the Bidders List must be submitted to your CAU Project Manager.

7.13 Reporting the Use of MBE and WBE Contractors

Borrowers must include data about their use of local minority and women contractors as part of their reporting to CAU.

7.14 Develop the Advertisement / Invitation for Bid with Scope of Work

Borrowers are required to use a competitive bid process when choosing a general contractor for DWSRF funded projects, following the guidelines listed below. Utilizing a Small Works Roster is an acceptable method for projects $300,000 or less for public agencies.

7.15 Contents of the Bid Specifications

Borrowers shall ensure that provisions for each of the following DWSRF requirements are included in their bid package. Additionally, these requirements must be included in the contract between the borrower and its selected general contractor, as well as in all subsequent contracts between the general contractor and all its subcontractors. See Attachment 7-C: Bid Checklist.

The bid specifications must include the following information and materials:

- Access to Records/Records Retention Clause
- Land and Right-of-Way/Acquisition of Property Provisions
- Other Prohibited Interests/Conflict of Interest Provision
- Contract Security/Payment and Performance Bond Requirements
- Federal Labor Standards Requirements
- Title VI of the Civil Rights Act of 1964
- Age Discrimination Act of 1975, as Amended
- Section 504 of the Rehabilitation Act of 1973, as Amended
- Executive Order 11246, as Amended
- State Nondiscrimination Clause
- Americans with Disabilities Act of 1990
- State Prevailing Wage Requirements (RCW 39.12)
- Federal Prevailing Wage Rates
- DBE Forms 6100-2, 6100-3, and 6100-4
- DBE Utilization Requirements
- Fair Share Objective Goals
- Six Good Faith Efforts
- Buy American Requirement (American, Iron & Steel)

All provisions required in the prime contract are also required for subcontractors, including labor standards requirements.

Borrowers must send a checklist of all the documents that were included in the bid packet to CAU. See Attachment 7-C Bid Checklist.

7.16 Obtaining Prevailing Wage Rates

The federal Davis-Bacon Act requires that contractors pay workers no less than the prevailing wage rate for a given category of work. A similar state law, RCW 39.12, requires that workers be paid state prevailing wage rates. Thus, borrowers must obtain both the federal and state prevailing rates and place them in project bid specifications. EPA has issued guidelines for DWSRF compliance with Davis Bacon Provisions and Wage Rate Requirements. Please see www.wdol.gov. Borrowers must further stipulate that contractors and subcontractors pay workers the higher of the rates for each job classification involved in the project.

To obtain the federal prevailing wage rates, borrowers (non-municipals are required) must prepare a written request that provides:

- A description of the project indicating the type of construction work to be performed.
- The location of the project (city, county and state).
- Proposed dates of advertising for bids and opening of bids.
- Email address if wage rates are to be emailed to borrower.

This request should be submitted to CAU at:

Attn: (CAU Project Manager)
Washington State Department of Commerce
1101 Plum Street SE
PO Box 42525
Olympia, WA 98504-2525

Or, send by email to the CAU Project Manager. Please see map, Attachment 1-B: Contracts Administration Unit Regional map.

In those instances where the borrower or borrower's consultant has access to current federal wage decisions through the internet, a copy of the applicable federal wage decisions must be submitted to CAU prior to incorporating the federal wage decisions into the Invitation for Bid (IFB) for verification of correct wage decision.

The federal wage rates will be mailed or emailed to the borrower within two (2) working days from the receipt of the request. Both the current federal and state prevailing wage decisions must be included in the IFB.

The borrower may request the Washington State Prevailing Wage Rates from:

Department of Labor and Industries
Prevailing Wage Program
406 Legion Way SE
PO Box 44540
Olympia, WA 98504-4540
Phone (360) 902-5335
www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

7.17 Check Federal Wage Rate (Ten Day Bid Check)

Once applicable Federal wage decisions is included in the bid specification, ten (10) days prior to the scheduled bid opening, borrowers are required to check with CAU to make sure that no modifications have been made to that federal wage decisions. If the federal wage decision is still current, the bid opening may proceed on schedule. If modifications have been issued, the new federal wage decisions must be provided to bid package holders in the form of an addendum to the bid document. Even if the borrower has current federal wage decisions from a different source, CAU must be contacted for the Ten Day Bid Check.

Federal wage decision modifications issued less than ten days prior to bid opening do not have to be included in the IFB, if the jurisdiction feels there is insufficient time to issue an IFB amendment prior to the scheduled bid opening.

The wage decision is locked in at bid opening provided the contract is awarded within 90 days. If a contract is not awarded within 90 days you must update the wage decision with your CAU project manager.

7.18 License, Bonding and Insurance for Contractors

The contractor must be licensed, bonded and insured in the State of Washington. Contractors are not required to have payment/performance bonds, which are above and beyond normal bonding requirement. However, this type of bonding ensures liability is covered and can reduce the Borrower's exposure to risk. Payment/ performance bonds are strongly encouraged for loan agreements over $100,000. A performance bond guarantees that the Borrower will complete the contract according to its terms, including price and time. In case of default, the owner will be paid the amount of the bond, which is usually the amount of the construction contract. A payment bond guarantees that subcontractors and suppliers will be paid the money they are due from the principal contactor, which reduces the possibility of liens against the project. The Borrower should ensure the bonding company and the insurance company recognizes the borrower as an interested party and notifies the borrower if the bond or insurance is terminated. The DWSRF program should also be listed among the interested parties to be notified if a bond or insurance is terminated.

It is important that borrowers specify within the contract that they will be notified if the bond is terminated. Borrowers will need to notify the CAU if payment and/or performance bonds are terminated for any reason.

7.19 Buy American

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

An affidavit of certification (Attachment 4-D Buy American Certification) will need to be submitted at the time of construction reimbursement requests demonstrating the Buy American requirement has been followed.

What types of iron and steel products are required?

The act defines iron and steel products as, "... 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."

How do we verify that our iron and steel products are American?
We are waiting for EPA to provide guidance on specific requirements. However, recipients must be able to verify and document that all iron and steel products purchased as part of the construction project were produced in the United States.

Can I apply for a waiver to this requirement?
Waivers will be granted on a product-by-product basis. EPA is preparing guidance on a national waiver that may apply to upcoming projects. The department is also exploring the possibility of a waiver for projects that were in process when Congress passed the Buy American requirements.

In the meantime, you may be able to get a waiver if the EPA administrator decides:

- The requirements are inconsistent with the public interest.
- The U.S. doesn't produce iron and steel products in sufficient and reasonably available quantities and of a satisfactory quality.
- Including U.S. iron and steel products will increase the cost off the overall project by more than
- 25 percent.

We are available to help you with your waiver requests. If a waiver will be required for an iron or steel product used in your project, the best time to obtain a waiver is during design of the project. These waivers may affect the applicability of Buy American requirements.

If this increases the cost of my project, can I get additional funds?
Recipients of DWSRF loan cycle funds that do not meet the exemptions listed above may request additional funding when Buy American requirements cause the bid to exceed previously estimated construction costs. We may provide additional SRF loan funds if they are available.

Where can I get more information?

- Department of Health, Office of Drinking Water:
  Joseph Crossland, joseph.crossland@doh.wa.gov, or 360-236-3166.
- U.S. EPA, Region 10, Drinking Water State Revolving Fund:
  Richard Green, Green.Richard@epamail.epa.gov, or 206-553-8504.

7.20 Develop the Contract Document

All the clauses and provisions that were in the construction IFB packet must be incorporated into the construction contract. All provisions required in the prime contract must also be passed on by the prime contractor to all subcontractors, including the Labor Standards Provisions.

7.21 Receive Sealed Bids

All bids received should be logged with the time and date of receipt and kept in a secure place.

If a borrower is located in a rural area of the state and has difficulty in soliciting bids for construction projects, along with advertising for competitive bid in the local newspaper, they may also directly solicit bids from general contractors as part of the bidding process.

7.22 Conduct Bid Opening

Bids must be opened in public at the time and place stated in the advertisement. The bid opening can be delayed, but all the bidders must be notified in advance. If a bid opening is delayed, all bidders should have the opportunity to withdraw their bids, or, if they wish, resubmit the bid (e.g., cost of equipment, materials, etc. could increase) just before the new bid opening date and time. The public bid opening should be conducted in a business-like manner. Each bid must be read aloud during the meeting and the apparent low bidder determined. A description of the bid review/tabulation process must also be maintained in the borrower's project files.

If no bids are received, or the received bids are too costly, re-advertise the bid ad in a wider geographic area. Borrowers are encouraged to maintain a list of reputable general contractors that have done good work for them in the past or have bid previous projects in order to alert them of the bid request.

7.23 Select the Lowest Responsible Bidder

The bids received should show in detail the estimated total cost of the work, a unit price for each component of the project, its overall individual cost, and the estimated completion schedule for each phase. The lowest responsible bidder must:

- Be licensed to work in the State of Washington;
- Have the ability, capacity, and skill to perform the work described in the contract scope of work, and comply with requirements within the indicated timeframes;
- Have good character, integrity, reputation, judgment, experience, and efficiency;
- Be able to perform within the time specified; and
- Demonstrate successful performance of previous construction contracts or services, and demonstrate compliance with laws relating to the loan contract or services.

7.24 Check Contractor Eligibility

Before awarding the contract, jurisdictions must verify that the complete names of both the selected firm, and its owner or president are not on the Federal Exclusion list for Ineligible Professionals and Debarred Contractors. Further, the jurisdiction must provide CAU with a computer printout documenting the firm and owner/president do not appear on the Federal Exclusion list. Borrowers are also responsible for ensuring that any subcontractors associated with the DWSRF project are not on the Federal Excluded Parties List. Contractor/subcontractor eligibility may be verified using the following website: www.SAM.gov.

7.25 Award the Contract

The borrower must award the contract by the timeline stated in the bid specs or reject all bids. If the award is more than 90 days from the bid opening, the federal wage decision will need to be updated. The contract must be awarded to the lowest responsible bidder whose bid conforms to all material terms and conditions of the Invitation for Bids.

Notice to Proceed must be issued within 18 months of contract execution.

7.26 Negotiating the Bid Price

Negotiation of bid price, based upon agreed changes to the plans and specifications in the bid documents, is allowed with a low responsible bidder under the following conditions:

- All bids exceed the available funds, as certified by the appropriate fiscal officer;
- The apparent low responsible bid does not exceed the available funds by 5% on projects valued under one million dollars, or the greater of fifty thousand dollars or 2.5% for projects valued between one million and five million dollars; and
- The negotiated adjustment will bring the bid price within the amount of available funds.

7.27 Execute the Contract

Following award of the contract, contract documents and applicable bonding and insurance must be completed and executed. Contract documents must include all items contained in the bid package, as well as the executed contract, bid proposal, contractor certifications, and bond and insurance forms.

7.28 Conduct Pre-Construction Conference

Prior to starting construction, all parties should attend a pre-construction conference to go over the project details and federal requirements. See Section 8 for details.

7.29 Send Notice of Contract Award to CAU

Within ten (10) days after contract award and signing, the borrower must submit a DWSRF Notice of Contract Award and Notice to Proceed form (Attachment 7-B: Notice of Contract Award and Notice to Proceed) to CAU. The form identifies the borrower, project name and location, contract number, contractor, award date, contract amount, bid solicitation date, number of bids received, name and addresses of MBE and WBE businesses solicited, date Notice to Proceed was issued, start of construction date and must be signed by the borrower.

7.30 Maintain Procurement Records

Maintain documentation of the procurement process in project files for the life of the loan plus six years.

7.31 List of Reference Materials

Attachment 7-A: Example of Advertisement for Construction Contract Bids

Attachment 7-B: Notice of Contract Award and Notice to Proceed

Attachment 7-C: Bid Checklist

Attachment 7-D: Bid Spec Insert for Municipal Borrowers

Attachment 7-E: Bid Spec Insert for Non-Municipal Borrowers

Attachment 7-F: Davis-Bacon Flow Chart

Attachment 7-A: Example of Advertisement for Construction Contract Bids

City of Devin
Business Development Building
Bid Date, September 1, 2014
Estimated Cost of Project: $1,200,000.00
INVITATION FOR BIDS

Sealed bids will be received by the City of Devin Public Works Office, located at 130 SE Cascade Avenue, PO Box 413, Devin, WA 98684, until 2 P.M., September 21, 2002, for the general contract for construction of a water reservoir. The project consists of constructing a 180 foot tall water reservoir and removal of a 100 foot tall elevated tank.

Bidding documents for the project are prepared by Delco Engineering, Inc., P.S.

Availability of Bidding Documents: Bona fide general contractors may obtain the contract documents at the office of Delco Engineering, Inc., P.S., located at 1313 West Clark, Nimbi, WA 99301, (509) 454-4402 upon payment of $75.00 per set. Copies of the contract documents may be examined at the following locations: Portland Plan Center, 1125 SE Madison, Portland OR; Associated General Contractors, 1200 Westlake North, Seattle, WA; 528 N. 20th, Yakima, WA; Spokane Construction Council, E. 102 Boone Street, Spokane, WA; Tri-City Construction Council, 34 Vista Way, Kennewick, WA; Associated Women Contractors, 921 South Elm, Seattle WA.

Bid Security: A certified or bank cashier's check in the amount of five percent (5%) of the bid amount, payable to the City of Devin, or bid bond executed by a licensed bonding company is required with each bid.

Rejection of Bids: The city shall have the right to reject any or all bids not accompanied by bid security or data required by the bidding document or a bid in any way incomplete or irregular.

The City of Devin is an equal opportunity and affirmative action employer. Disadvantaged Business Enterprises (Small, Minority- and Women-Owned Businesses) are encouraged to submit bids. All work performed on the project will be subject to the higher of the prevailing state or federal wage rates.

The bids will be open at 2 P.M., September 21, 2014, at the offices of Devin Public Works Department, located at 130 SE Cascade Avenue, Devin WA. For more information call Shawn Gometz at (509) 427-5484.

This project is funded/partially funded, through the Washington State Drinking Water State Revolving Fund program with federal funds from the Environmental Protection Agency. DWSRF requirements and provisions must be met by general contractors and all subcontractors.

Attachment 7-B: Notice of Contract Award and Notice to Proceed

NOTIFICATION OF CONTRACT AWARD AND START OF CONSTRUCTION

AGENCY: _____ CONTRACT NUMBER: _____

DATE OF NOTICE TO PROCEED: _____

CONTRACT AWARD DATE: _____

PROJECT NAME:_____ CONTRACT AMOUNT: _____

PROJECT LOCATION: _____

GENERAL CONTRACTOR: _____

DATE BID SOLICITATION PUBLISHED*:_____

BID OPENING DATE:_____NUMBER OF BIDS RECEIVED: _____

NAMES/ADDRESSES OF DISADVANTAGED BUSINESS ENTERPRISE SOLICITED: _____

_____

APPLICABLE FEDERAL WAGE DECISION NUMBER**: _____

MODIFICATIONS**:_____

PRECONSTRUCTION CONFERENCE DATE:_____

CONSTRUCTION START DATE: _____

SUBMITTED BY:_____

SIGNATURE: _____TITLE:_____

PRINTED NAME:_____

ADDRESS:_____

Please attach copy of published bid solicitation advertisement.

Federal Funded Contracts (CDBG & DWSRF)

PLEASE NOTE: Federally funded projects are subject to paying the higher of Federal or State prevailing wages.

Attachment 7-C: Bid Checklist

The bid documents must include the following information and materials:

- ☐ Identify source of federal assistance
- ☐ Identify Jurisdiction
- ☐ Contact person and phone number
- ☐ Date, time and place of public bid opening
- ☐ Basis for rejecting bids
- ☐ Any factors, in addition to lowest price, which will determine the lowest, responsible bidder, or responsive bid
- ☐ Includes Washington State license requirement
- ☐ Clear, accurate description of the technical requirements for materials, products, or services (specifications)
- ☐ Plans and other pertinent attachments

Federal Requirements:

Disadvantaged Business Enterprise

- ☐ General Compliance (40CFR Part 33)
- ☐ Fair Share Goals
- ☐ Nondiscrimination Provision
- ☐ Preventing Unfair DBE Practices
- ☐ EPA Forms 6100-2, 6100-3, & 6100-4 for Disadvantaged Business Enterprises
- ☐ Bidders List

- ☐ Specify that a five percent (5%) bid guarantee is required
- ☐ Bond requirements (for municipal borrowers only)
  - ☐ Specify if a 100% Performance Bond is required on contracts of $100,000 +
  - ☐ Specify if a 100% Payment Bond is required on contract of $100,000 +

Labor Standards Provisions (Attachment 7-D or 7-E)

- ☐ Applicable Federal Wage Decision
- ☐ Applicable State Wage Decision
- ☐ Equal Opportunity and Affirmative Action Provisions (referenced in the General Terms and conditions of the Public Works Board contract)
- ☐ Buy American Requirement

Attachment 7-D: Bid Spec Insert for Municipal Borrowers (Pages 77-108)

WASHINGTON STATE DEPARTMENT OF COMMERCE
DRINKING WATER STATE REVOLVING FUND (DWSRF)

SPECIFICATIONS INSERT
MUNICIPAL

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Commerce Drinking Water State Revolving Fund. In the event of conflict within the contract these clauses shall take precedence.

Required Bid Submittals

The following submittals are required to be submitted with the bid proposal:

- EPA Form 6100-4 (DBE Subcontractor Utilization Form)
- EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.
- Complete Bidders List

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
(n)o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving
federal financial assistance

The Age Discrimination Act of 1975, 42 U.S.C. § 6102
no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)
Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a Contract exceeds $10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Must be included in all contracts:

Equal Opportunity Clause (41 CFR part 60-1.4(b))

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order 11246 of

September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246 and 41 CFR part 60-4.3)

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:
      i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
      ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
      iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
      iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of $10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60–4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Registering notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative action’s 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 trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 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, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and

employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all 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 construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at http://www.eeoc.gov/employers/eeo1survey/howtofile.cfm. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other

storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

a. Provision

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

> "The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

Buy American

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "…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."

Prohibition Statement

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2009, as amended, the Contractor and its employees may not engage in severe forms of trafficking in persons during the period of time the Contract is in effect, procure a commercial sex act during the period of time the Contract is in effect, or use forced labor during the performance of this Contract. The Contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

In the event that the Contractor or any of its employees is determined to have violated the terms of this section, this Contract may be terminated.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors

performing on contracts funded in whole or in part by SRF appropriations in excess of $2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up to date wage determination **must** be included in full into any contract and in any subcontract in excess of $2,000. Wage determinations can be found at www.wdol.gov.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

1. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..

4. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, “Certification Regarding Debarment, Suspension, and Other Responsibility Matters.”

Disadvantaged Business Enterprises

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for projects funded by the DWSRF program. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved.

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.
4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a

contract is too large for one of these firms to handle individually.

5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Fair Share Objective Goal (40 CFR Part 33 Subpart D).

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.

Under the DWSRF program, borrowers receiving a total of $250,000 or less in EPA funds in a given fiscal year are exempted from the Fair Share Objective requirements**.**
IMPORTANT: Only MBEs and WBEs that are certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.

The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and

4. Entity's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Commerce Drinking Water State Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the Construction Site and to Records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Commerce, Washington State Department of Health, and Environmental Protection Agency (EPA) personnel.
The Contractor shall maintain accurate records and accounts to facilitate the Owner's audit requirements and shall ensure that all subcontractors maintain auditable records.
These Project records shall be separate and distinct from the Contractor's other records and accounts. All such records shall be available to the Owner and to Washington State Department of Commerce, Washington State Department of Health and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Attachments:

1. Wage Rate Requirements For Subrecipients
    a. Attachment 1A for municipal borrowers
2. Current Wage Rate Determination (Verified by CAU project Manager)
3. Certification Of Nonsegregated Facilities
4. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
5. EPA Form 6100-2 (DBE Subcontractor Participation Form)
6. EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.
7. EPA Form 6100-4 (DBE Subcontractor Utilization Form)
8. Buy American Requirements – The Use of American Iron and Steel

WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

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.

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. Subrecipients need to submit the wage determination to Department of Commerce, Contracts Administration Unit project manager prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors ordering instruments unless subsequently directed otherwise by the State recipient Award Official. 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.

ATTACHMENT 1A
LABOR STANDARDS PROVISIONS
MUNICIPAL BORROWERS

Contract and Subcontract provisions.

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

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.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 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 by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a

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

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

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

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

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing hat 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 thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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

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

ATTACHMENT 2
FEDERAL & STATE WAGE RATE DETERMINATIONS

[DWSRF Assistance Recipient to insert applicable wage determinations here. Wage determination is to be verified by CAU Project Manager.]

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

_____ _____

Signature Date

_____

Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION

RECRUITMENT AND ADVERTISING
RATES OF PAY OR OTHER FORMS OF COMPENSATION

SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.

Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____

_____

_____

_____
(contractor or subcontractor(s))

_____
(Date)

ATTACHMENT 5
EPA FORM 6100-2-DBE PROGRAM SUBCONTRACTOR PARTICIPATION FORM

Can also be found online at:
www.epa.gov/osbp/pdfs/Reinstated_6100_2_Fillable.pdf

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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 DBE[1] subcontractor[2] 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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

ATTACHMENT 6
EPA FORM 6100-3-DBE PROGRAM SUBCONTRACTOR PERFORMANCE FORM

Can also be found online at:
www.epa.gov/osbp/pdfs/Reinstated_6100_3_Fillable.pdf

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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 contractors 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.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

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.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

ATTACHMENT 7
EPA FORM 6100-4-DBE PROGRAM SUBCONTRACTOR UTILIZATION FORM

Can also be found online at:
www.epa.gov/osbp/pdfs/Reinstated_6100_4_Fillable.pdf

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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 DBE[1] subcontractors[2] 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.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

ATTACHMENT 8
BUY AMERICAN REQUIREMENT
USE OF AMERICAN IRON AND STEEL

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the engineering plans and specification for the project were approved by the Department of Health prior the January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that is understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Loan Fund which contains provision commonly known as "Buy American;" that requires all of iron and steel products used in the project be produced in the United States (Buy American Requirements). The act defines iron and steel products as, "…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."

The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

a) The Contractor has reviewed and understands the Buy American Requirements,
b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the State or any damages owed to the State by the Project Owner). While the contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Attachment 7-E: Bid Spec Insert for Non-Municipal Borrowers (Pages 109-140)

WASHINGTON STATE DEPARTMENT OF COMMERCE
DRINKING WATER STATE REVOLVING FUND (DWSRF)

SPECIFICATIONS INSERT
NON-MUNICIPAL

The following clauses will be incorporated into construction contracts receiving financial assistance from the Washington State Department of Commerce Drinking Water State Revolving Fund. In the event of conflict within the contract these clauses shall take precedence.

Required Bid Submittals

The following submittals are required to be submitted with the bid proposal:

- EPA Form 6100-4 (DBE Subcontractor Utilization Form)
- EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.
- Complete Bidders List

Compliance with State and Local Laws

The Contractor shall assure compliance with all applicable federal, state, and local laws, requirements, and ordinances as they pertain to the design, implementation, and administration of the approved project.

Civil Rights

All contracts must include and comply with the following:

Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d
No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794
(n)o otherwise qualified individual with a disability in the United States . . . shall, solely by reason of his or her disability, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance

The Age Discrimination Act of 1975, 42 U.S.C. § 6102
no person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving financial assistance.

Equal Employment Opportunity, Executive Order No. 11246 (1965)
Through a series of Executive Orders, and a decision by the Equal Employment Opportunity Commission, the federal government has established a national policy designed to battle discrimination based on race, color, sex, religion, and national origin in federal assistance programs and to enhance hiring, training, and promotion opportunities for minorities and women in construction programs financed, in part, by federal dollars.

If a Contract exceeds $10,000, the Contractor shall comply with Executive Order 11246, "Equal Employment Opportunity," as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60.

Contractor's compliance with Executive Order 11246 shall be based on implementation of the Equal Opportunity Clause, and specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4.

Must be included in all contracts:

Equal Opportunity Clause (41 CFR part 60-1.4(b))

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

8. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
9. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
10. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
11. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
12. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
13. In the event of the contractor's noncompliance with the nondiscrimination clauses of this

contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

14. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

15.

Federal Equal Employment Opportunity Construction Contract Specifications

(Executive Order 11246 and 41 CFR part 60-4.3)

16. 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:
        i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
        ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
        iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
        iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

17. 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.

18. 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.

19. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Registering notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

20. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

21. In order for the nonworking 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.

22. The Contractor shall take specific affirmative action’s 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 trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 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, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and

women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

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 nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

23. 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.

24. 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).

25. 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.

26. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.

27. 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.

28. 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.

29. 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.

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

Reporting Requirements (EEO-1)

On or before September 30 of each year, a contractor that is subject to Title VII of the Civil Rights Act of 1964, as amended, and that has 100 or more employees, shall file with the EEOC or its delegate an "Employer Information Report EEO-1". Instructions on how to file are available on the EEOC's website at www.eeoc.gov/employers/eeo1survey/howtofile.cfm. The contractor shall retain a copy of the most recent report filed.

Segregated Facilities (41 CFR part 60-1.8)

The contractor shall ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensuring that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. This obligation extends to all contracts containing the equal opportunity clause regardless of the amount of the contract. The term "facilities," as used in this section, means waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, wash rooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees; Provided, That separate or single-user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes.

b. Provision

During the performance of this Contract, the Contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

In the event of the Contractor's noncompliance or refusal to comply with any applicable nondiscrimination law, regulation, or policy, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Board. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance.

The Contractor must also include the following terms and conditions in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

> "The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under Environmental Protection Agency financial agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in termination of this Contract."

Buy American

Congress passed a law January 17, 2014, that requires water systems to use U.S. steel and iron products for projects funded in part or in full by a Drinking Water State Revolving Fund (DWSRF) loan.

The act defines iron and steel products as, "…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."

Prohibition Statement

Pursuant to Section 106 of the Trafficking Victims Protection Act of 2009, as amended, the Contractor and its employees may not engage in severe forms of trafficking in persons during the period of time the Contract is in effect, procure a commercial sex act during the period of time the Contract is in effect, or use forced labor during the performance of this Contract. The Contractor shall require this prohibition statement in contracts with all contractors, subcontractors, engineers, vendors, and any other entity for work or services listed in Attachment I: Scope of Work.

In the event that the Contractor or any of its employees is determined to have violated the terms of this section, this Contract may be terminated.

Prevailing Wage

The work performed under this contract is subject to the wage requirements of the Davis-Bacon Act. The Contractor shall conform to the wage requirements prescribed by the federal Davis-Bacon and Relate Acts which requires that all laborers and mechanics employed by contractors and subcontractors

performing on contracts funded in whole or in part by SRF appropriations in excess of $2000 pay their laborers and mechanics not less than the prevailing wage rates and fringe benefits, and determined by the Secretary of Labor, for corresponding classes of laborers and mechanics employed on similar projects in the area. Attachment 1A or 1B to this specification insert, and an up to date wage determination **must** be included in full into any contract and in any subcontract in excess of $2,000. Wage determinations can be found at www.wdol.gov.

Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion

9. The CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

10. The CONTRACTOR shall provide immediate written notice to the Department if at any time the CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

11. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department for assistance in obtaining a copy of those regulations..

12. The CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

13. The CONTRACTOR further agrees by signing this agreement, that it will include this clause titled “Certification Regarding Suspension, Debarment, Ineligibility Or Voluntary Exclusion” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

14. Pursuant to 2CFR180.330, the CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

15. CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

16. CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to the Department upon request. RECIPIENT/CONTRACTOR must run a search in www.sam.gov and print a copy of completed searches to document proof of compliance.

This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

Disadvantaged Business Enterprises

Small, minority and women-owned firms should be afforded the maximum opportunity to compete for and obtain bid documents for projects funded by the DWSRF program. The level of participation by small, minority and women-owned firms should be consistent with their general availability within the professional community involved.

General Compliance (40 CFR Part 33).

The contractor shall comply with the requirements of the Environmental Protection Agency's Program for Participation By Disadvantaged Business Enterprises (DBE) 40 CFR Part 33.

Non-discrimination Provision (40CFR Appendix A to Part 33).

The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies.

The contractor shall comply with all federal and state nondiscrimination laws, including, but not limited to Title VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and Chapter 49.60 RCW, Washington's Law Against Discrimination, and 42 U.S.C. 12101 et seq, the Americans with Disabilities Act (ADA).

Six Good Faith Efforts (40 CFR Part 33 Subpart C).

The contractor agrees to make the following good faith efforts whenever procuring subcontracts, equipment, services and supplies. The contractor shall retain records documenting compliance with the following six good faith efforts.

1. Ensuring Disadvantaged Business Enterprises are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, this will include placing Disadvantaged Business Enterprises on solicitation lists and soliciting them whenever they are potential sources. Qualified Women and Minority business enterprises may be found on the Internet at www.omwbe.wa.gov or by contacting the Washington State Office of Minority and Women's Enterprises at 360-704-1181.
2. Making information on forthcoming opportunities available to Disadvantaged Business Enterprises and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by Disadvantaged Business Enterprises in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of thirty (30) calendar days before the bid or proposal closing date.
3. Considering in the contracting process whether firms competing for large contracts could

subcontract with Disadvantaged Business Enterprises. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by Disadvantaged Business Enterprises in the competitive process.

4. Encourage contracting with a consortium of Disadvantaged Business Enterprises when a contract is too large for one of these firms to handle individually.
5. Using services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, requiring the subcontractors to take the six good faith efforts in paragraphs 1 through 5 above.

Fair Share Objective Goal (40 CFR Part 33 Subpart D).

A fair share objective is a goal based on the capacity and availability of qualified, certified Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) in the relevant geographic market. As mandated by EPA, all general contractors and subcontractors must comply with the requirements of the EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises (40 CFR, Part 33) in procurement under the DWSRF program. The goals for the utilization of disadvantaged businesses are as follows:

Construction	10% MBE	6% WBE
Supplies	8% MBE	4% WBE
Equipment	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE

All general contractors and subcontractors must accept the fair share objective/goals stated above and attest to the fact they are purchasing the same or similar construction, supplies, services, and equipment, in the same or similar relevant geographic buying market as the Washington Office of Minority Women Business goals.

Under the DWSRF program, borrowers receiving a total of $250,000 or less in EPA funds in a given fiscal year are exempted from the Fair Share Objective requirements**.**
IMPORTANT: Only MBEs and WBEs that are certified by EPA, SBA, DOT, or by state, local, tribal or private entities whose certification criteria match EPA's can be counted towards the MBEs and WBEs utilization goal.

MBE/WBE Reporting (40 CFR Part 33 Parts 33.302, 33.502 and 33.503).

The contractor shall provide EPA Form 6100-2 DBE Subcontractor Participation Form to all DBE subcontractors. Subcontractors may submit EPA Form 6100-2 Subcontractor Participation Form to the EPA Region 10 DBE coordinator in order to document issues or concerns with their usage or payment for a subcontract. The contractor shall require all DBE subcontractors to complete EPA Form 6100-3 DBE Subcontractor Performance Form. The contractor shall complete EPA Form 6100-4 DBE Subcontractor Utilization Form.

The contractor shall submit EPA Form 6100-4 and all completed EPA Form 6100-3 forms with the bid proposal.

Bidders List (40 CFR Part 33 part 33.501)

All bidders shall submit the following information for all firms that bid or quote on subcontracts (including both DBE and non-DBE firms) with their bid proposal.

1. Entity's name with point of contact;
2. Entity's mailing address, telephone number, and e-mail address;
3. The procurement on which the entity bid or quoted, and when; and
4. Entity's status as an MBE/WBE or non-MBE/WBE.

Contract Administration Provisions (40 CFR part 33.302).

The contractor shall comply with the contract administration provisions of 40 CFR, Part33.302.

1. The contractor shall pay its subcontractor for satisfactory performance no more than 30 days from the contractor's receipt of payment.
2. The contractor shall notify the owner in writing prior to any termination of a DBE subcontractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the contractor shall employ the six good faith efforts when soliciting a replacement subcontractor.
4. The contractor shall employ the six good faith efforts even if the contractor has achieved its fair share objectives.

Third Party Beneficiary

Partial funding of this project is being provided through the Washington State Department of Commerce Drinking Water State Revolving Fund. All parties agree that the State of Washington shall be, and is hereby, named as an express third-party beneficiary of this contract, with full rights as such.

Access to the Construction Site and to Records

The contractor shall provide for the safe access to the construction site and to the contractor's records by Washington State Department of Commerce, Washington State Department of Health, and Environmental Protection Agency (EPA) personnel.

The Contractor shall maintain accurate records and accounts to facilitate the Owner’s audit requirements and shall ensure that all subcontractors maintain auditable records.

These Project records shall be separate and distinct from the Contractor’s other records and accounts.

All such records shall be available to the Owner and to Washington State Department of Commerce, Washington State Department of Health and EPA personnel for examination. All records pertinent to this project shall be retained by the Contractor for a period of three (3) years after the final audit.

Attachments:

9. Wage Rate Requirements For Subrecipients
    a. Attachment 1A for Non-municipal borrowers
10. Current Wage Rate Determination (Verified by CAU project Manager)
11. Certification Of Nonsegregated Facilities
12. Notice To Labor Unions Or Other Organization Of Workers: Non-Discrimination In Employment
13. EPA Form 6100-2 (DBE Subcontractor Participation Form)
14. EPA Form 6100-3 (DBE Subcontractor Performance Form) for all DBE subcontractors.
15. EPA Form 6100-4 (DBE Subcontractor Utilization Form)
16. Buy American Requirements – The Use of American Iron and Steel

WAGE RATE REQUIREMENTS FOR SUBRECIPIENTS

The following terms and conditions specify how recipients will assist EPA in meeting its DB responsibilities when DB applies to EPA awards of financial assistance under the FY2013 Continuing Resolution with respect to subrecipients that are not governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient for guidance.

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 must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to Department of Commerce, Contracts Administration Unit project manager for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official.

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

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

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor 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.

(c) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subecipient 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 subecipient 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.

ATTACHMENT 1B
LABOR STANDARDS PROVISIONS
NONMUNICIPAL BORROWERS

Contract and Subcontract provisions.

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

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.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 report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

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

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division 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 by appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

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

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

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

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

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information 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 thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

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

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

ATTACHMENT 2

FEDERAL & STATE WAGE RATE DETERMINATIONS

[DWSRF Assistance Recipient to insert applicable wage determinations here. Wage determination is to be verified by CAU Project Manager.]

ATTACHMENT 3

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to federally assisted construction contracts and related subcontracts exceeding $10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

_____ _____
Signature Date

_____
Name and title of signer (please type)

[THIS FORM SHALL BE COMPLETED IN FULL AND SUBMITTED WITH THE BID PROPOSAL]

ATTACHMENT 4

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKS: NON DISCRIMTIONATION IN EMPLOYMENT

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATION OF WORKERS: NON-DISCRIMINATION IN EMPLOYMENT

TO: _____
(name of union or organization of worker)

The undersigned currently holds contract(s) with _____
(name of applicant)
involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).
You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Section 202 of Executive Order 11246 dated September 24, 1965, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:
EMPLOYMENT, UPGRADING, TRANSFER OR DEMOTION
RECRUITMENT AND ADVERTISING
RATES OF PAY OR OTHER FORMS OF COMPENSATION
SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION
This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246.
Copies of this notice will be posted by the undersigned in conspicuous places available to employees or applicants for employment.

_____
_____
_____
_____
(contractor or subcontractor(s))

_____
(Date)

Attachment 5

EPA Form 6100-2-DBE Program Subcontractor Participation Form

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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 DBE[1] subcontractor[2] 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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

Attachment 6

EPA Form 6100-3-DBE Program Subcontractor Performance Form

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form

This form is intended to capture the DBE[1] subcontractor's[2] 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 contractors 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.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/ 13/ 2013
Approval Expires: 8/ 31/ 2015

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.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

Attachment 7

EPA Form 6100-4-DBE Program Subcontractor Utilization Form

EPA United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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 DBE[1] subcontractors[2] 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 33.207.

[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.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

United States Environmental Protection Agency

OMB Control No: 2090-0030
Approved: 8/13/2013
Approval Expires: 8/31/2015

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.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

Attachment 8
Buy American Requirement
Use of American Iron and Steel

Buy American Requirement
Use of American Iron and Steel

MUST BE INCLUDED IN ALL CONTRACTS (PRIME AND SUB-CONTRACTORS):

This provision applies to projects for the construction, alteration, maintenance, or repair of a public water system as defined in the Safe Drinking Water Act (42 U.S.C 300j-12). This provision does not apply if the engineering plans and specification for the project were approved by the Department of Health prior the January 17, 2014.

The Contractor acknowledges to and for the benefit of the Project Owner and the State of Washington that is understands the goods and services under this Agreement are being funded with monies made available by the Drinking Water State Revolving Loan Fund which contains provision commonly known as "Buy American;" that requires all of iron and steel products used in the project be produced in the United States (Buy American Requirements). The act defines iron and steel products as, "…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."

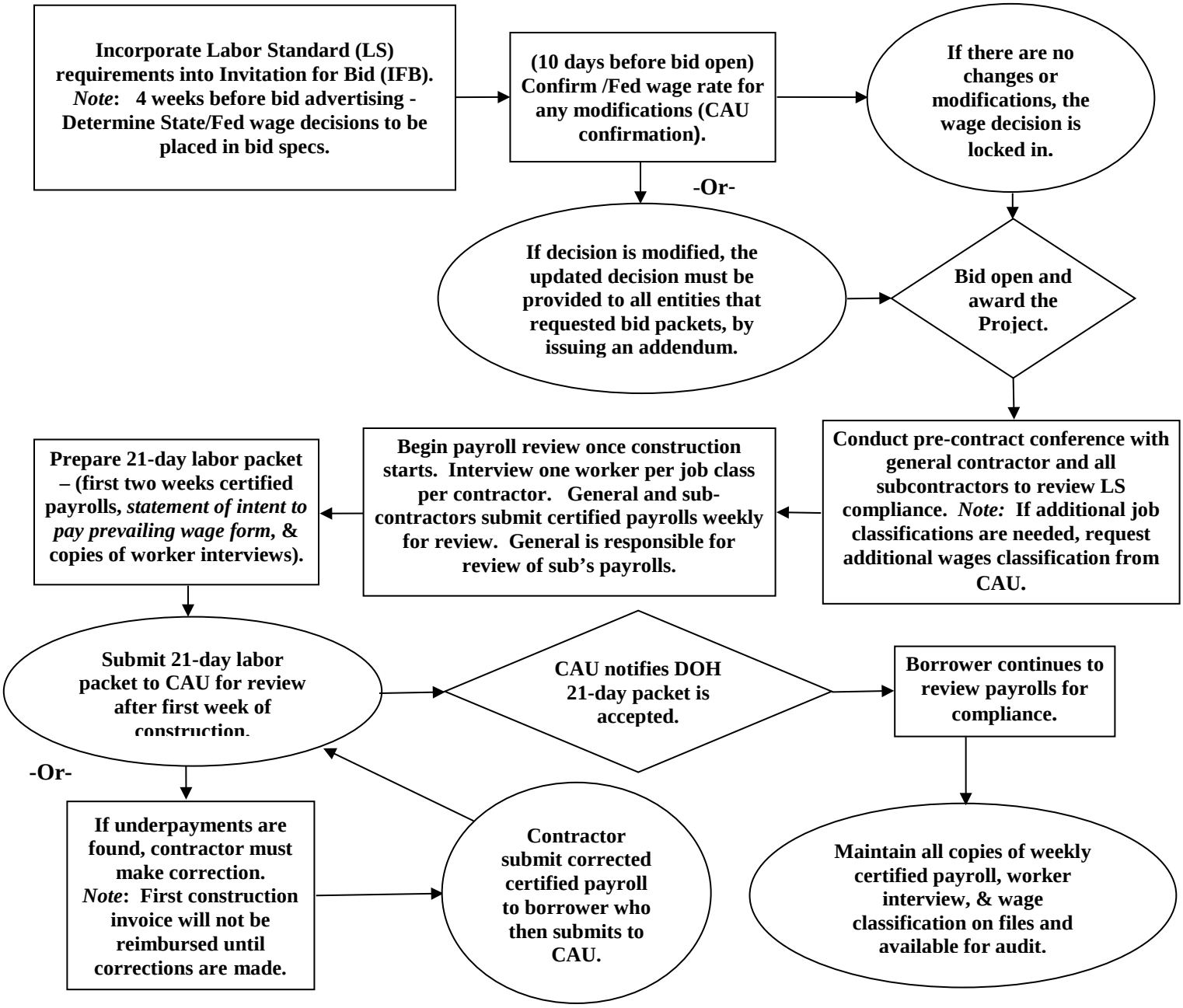
The Contractor hereby represents and warrants to and for the benefit of the Project Owner and the State that:

a) The Contractor has reviewed and understands the Buy American Requirements,
b) All of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the Buy American Requirements, unless a waiver of the requirements is approved, and
c) The contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Buy American Requirements, as may be requested by the Project Owner or the State.

Notwithstanding any other provisions of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Owner or State to recover as damages against the Contractor any loss, expense or cost (including without limitation attorney's fees) incurred by the Project Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or part, from the State or any damages owed to the State by the Project Owner). While the contractor has no direct contractual privity with the State, as a lender to the Project Owner for the funding of its project, the Project Owner and the Contractor agree that the State is a third-party beneficiary and neither this paragraph nor any other provision of the Agreement necessary to give this paragraph force or effect shall be amended or waived without the prior written consent of the State.

Attachment 7-F: Davis-Bacon Flow Chart

Disclaimer: This Flow chart was developed by the PWB staff and used by technical and contracting staff to conduct DWSRF program overview with borrowers to familiarize them with the Davis Bacon requirements. This is a summarized reviewing tool only and does not guarantee compliance with all Davis Bacon requirements. Borrowers, prime contractors, and sub-contractors are responsible for compliance with all the rules and guidelines as required by the Davis Bacon Act as enacted in the laws. The PWB expressly disclaims any warranty related to the compliance with the Davis Bacon requirements and will accept no responsibility for any consequence arising from the use or reliance on this Flow Chart.



Section 8. Meeting "Your" Investment Grade Efficiency Contract Requirement

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8.1 Investment Grade Efficiency Audit

Seven steps for your Investment Grade Energy Audit

1. Investigate all areas of energy and water use in your water system that coincides with your DWSRF scope of work.

2. Identify systems (processes and buildings) with sufficient consumption to make significant savings possible. The cost of the savings must be able to be paid back within six years- otherwise it isn't considered cost effective for our DWSRF process.

3. Use all available information, to determine the theoretical energy requirement and actual energy consumptions of those systems. Available information includes half-hourly data, gas and fossil fuel use profile, degree-day heating and cooling data, water consumption, building structure, occupancy, location, ventilation and internal dissipation, natural light, and production data.

4. Determine the energy efficiency of each system component. Divide the theoretical energy requirement by the actual energy consumption

5. Identify all significant viable energy and carbon reduction opportunities within the inefficient systems, which may require the use of energy analyzers, data-loggers and other measuring equipment. This may involve:
   i. Checking the combustion efficiency of all significant combustion plants
   ii. Assessing standing and other losses
   iii. Investigating the operation and capabilities of any Building Energy Management Systems
   iv. Considering the scope for building fabric improvements and the resulting opportunities for the specification of smaller and thus more cost-effective plants
   v. Identifying where beneficial additional management effort should be directed, the measures necessary for improving staff performance, and additional sub-metering, and other related matters

6. Analyze the potential of renewable energy opportunities and technologies

7. Report on all of the above. Provide an accurate assessment of the potential energy and carbon reductions along with details of the specific measures required for implementation, illustrative costs, and payback periods. Keep your report in your files for future audits. A copy does not have to be submitted to either the Department of Health or the Department of Commerce.

For guidance on how to proceed with a preliminary audit, or to learn more about this requirement, call Roger Wigfield, Energy Program Manager at the Department of Enterprise Services, at (360) 407-9371 or email roger.wigfield@des.wa.gov.

Section 9. Managing Construction Projects

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9.1 Overview

Borrowers undertaking a DWSRF funded construction project must have a contract management system in place to ensure contractors perform in accordance with contract terms, conditions, specifications and applicable state and federal requirements. This system includes conducting the preconstruction conference, review of contractor and subcontractor compliance with Labor Standards, on-site inspections, review of change order requests, project closeout, release of retainage and record keeping.

9.2 Conduct the Preconstruction Conference

After awarding and signing the construction contract and before the contractor is issued a Notice to Proceed, the borrower, or its representative, is responsible for holding a preconstruction conference for the general contractor and subcontractors, engineers and other professional service providers and other interested parties. The preconstruction conference should cover the following:

- Responsibilities of the engineer, borrower, contractor and any other agencies or parties contributing to or involved in the project;
- Discuss general contract provisions, including specifications, Notice to Proceed, completion schedule, guarantees and warrantees for materials, workmanship, change orders, etc.
- Review project inspection and reporting responsibilities of the engineer and borrower;
- Describe Labor Standards requirements, prevailing wage rates, apprentices and trainees, fringe benefits, weekly payroll, on-site employee interviews and additional classification requests;
- Requirements for final acceptance of work, special testing and/or site cleanup, and
- Distribute necessary forms such as certified payroll, posters, prevailing wage rates to the contractor and subcontractors.

Maintain a record of the preconstruction conference in the project file and send a copy to your CAU Project Manager.

9.3 Request Additional "Trade" Classifications and Wage Rates

If the work classification(s) needed does not appear on a federal wage decision, borrowers will need to request an additional classification and wage rate (even if it appears on the state wage decision). It is recommended the process be started early during the preconstruction conference. The borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through CAU.

Requests can be approved if:

- The requested classification is used by construction contractors in the area of the project (usually defined as the county where the project is located).
- The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is

an Electrician classification and wage rate on the wage decision, another Electrician classification and rate cannot be requested.)

- The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- If the prime contractor and laborers and mechanics to be employed in the classification (if known), and the borrower agree on the classification and wage rate (including fringe where appropriate).

Requests must be made in writing through the borrower, including a completed Conformance Request SF 1444 Form (Attachment 9-A). The request should identify the work classification that is missing and recommend a wage rate for the classification. Also include any pertinent documents that may be helpful (if requesting paying the state prevailing wage rate, include the state wage decision). Send the packet to CAU for review and submission to the U.S. Department of Labor (DOL) for approval. DOL's response will be forwarded to the borrower.

Contact CAU before submitting a request. They can offer suggestions and advice that may save time and increase the likelihood that DOL will approve the request. If the request is denied, the borrower will be notified what classification and rate should be used. Requesting additional classification does not hold up the payroll process. It may however result in correcting underpayments if DOL is not in agreement with the request.

9.4 Issue Notice of Contract Award & Notice to Proceed

Once the preconstruction conference is conducted, the borrower can issue the Notice to Proceed to the contractor. The notice conveys the authorization to the contractor to begin work on the project.

Note: Construction costs cannot be reimbursed until the borrower has received notice from CAU that DOH approves construction.

9.5 Conduct Payroll Reviews

The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The ACT also requires contractors to maintain payroll records and submit weekly certified payroll (attachment 9-C) and statement of compliance to the borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the Federal Davis-Bacon related acts and the State Prevailing Wage Act (RCW 39.12) by the Federal Department of Labor and the State Department of Labor and Industries, respectively. Borrowers must stipulate in the advertisement for bid and contract that contractors and subcontractors pay workers the higher of the prevailing state or federal rates for each job classification involved in the project. Further, if the rate is not shown in the federal wage decision, an additional classification must be obtained from the U.S. Department of Labor through CAU.

Borrowers must also review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on DWSRF funded projects.

Weekly payroll records must be reviewed by the borrower for the following:

a. Payrolls were submitted on time

b. Forms were filled out completely including on the initial payroll, the name, identifying number, address, and job classification for each employee.

c. All self-employed owners, who have no employees, are designated as an employee and are reported on the certified payroll of the General contractor (or subcontractor if hired by them). Fill out the form the same as for employees and enter "self-employed" and contracting license number where the payroll asks for deductions.

d. If the owner of the company has employees and performs work on the project covered by federal wage decisions, the owner is listed as an employee on the certified payroll he submits for his employees. Fill out the form the same as for employees and enter "self-employed, owner or owner/operator".

e. The wages and fringes listed on the certified payroll for each job classification agree with those identified on the statement of intent to pay prevailing wages at the higher of state or federal rages.

f. The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.

g. Payrolls only include permissible deductions.

h. When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked. If fringe benefits are being paid in cash, 4(b) must be checked.

i. Apprentices or trainees listed on the certified payroll are working under state of federal Bureau of Apprenticeship and Training agreements. Copies of those certifications should be included with payrolls.

j. The payroll form is signed.

9.6 Conduct On-Site Reviews

The borrower, or its representative, must provide for visits to the construction site to determine that:

a) Wage determinations and Davis Bacon poster are posted at the job site.

b) Employees are working within the proper job classification.

9.7 Conduct Employee Interviews

The borrower or its representative (not the prime contractor, or subcontractors) must conduct employee interviews (see Attachment 9-B: Employee Interview Form) with at least one employee in each classification per contractor to determine the following:

a) Employees are being paid the amounts/rates stated on the payrolls.

b) Employees are being properly compensated for overtime hours.

c) Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.

d) Contractors and subcontractors are using and paying apprentices and trainees appropriately.

9.8 Submit 21 Day Labor Packet

For each prime and subcontractor performing work on-site during the first two weeks of construction, the borrower should provide a copy of the following documents to CAU within 21 days after the contractors starts construction.

a) Statement of Intent to Pay Prevailing Wages

b) Certified Payroll for the first two week pay period

c) Employee interview forms for the first two weeks

The purpose for submitting the above information to CAU is to assure that any underpayments are detected early and appropriate corrections made early while easy to implement. **The first two week labor standards (21 day) packet must be provided to CAU and any underpayments resolved before CAU will pay the construction reimbursement request.**

It is the responsibility of the borrower to assure that their contractor/sub-contractors are paying the correct rate of pay. If underpayments are discovered when CAU reviews the 21-day labor package, borrower will be notified to work with the prime contractor to have restitution made and a corrected certified payroll submitted to CAU for approval.

9.9 Resolve Overtime Violations

If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the borrower needs to notify CAU and work with the prime contractor to resolve the overtime violations.

If the violation is less than $10 per worker, the violation does not have to be reported. If the violation is $10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker, and send it to the borrower. Any time the violation is $10 to $999, the borrower must notify CAU in writing. If the violation is $1,000 or more, the borrower must submit a Labor Standards Enforcement Report to CAU who will coordinate the violation with the Department of Labor or EPA (contact CAU for assistance in filing this report).

9.10 Resolve Other Underpayments

If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make restitution and submit a corrected certified payroll showing the underpayment made to the worker. A signed Statement of Compliance must be attached to the corrected certified payroll.

9.11 Conduct Technical Inspections

During construction, the borrower is responsible for monitoring contractor/subcontractor progress and compliance with technical requirements of the project. Typically, this monitoring process is the responsibility of the project engineer, consulting engineer or architect; however, the borrower should designate someone locally with oversight responsibility. The purpose of the technical monitoring process is to ensure that the project is constructed as planned, within budget and estimated timeframes, and within specified quality and quantity standards.

9.12 Maintain Project Records

The borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for the life of the loan as defined by the contract plus six years.

9.13 Project Completion Requirements and Certified Report

When the project is complete, the borrower is required to submit the DOH Construction Completion Report to the DOH Regional Engineer. A copy of the Construction Completion Report or the approval letter from the DOH Regional Engineer must be submitted to CAU, prior to closing out the project.

To complete the closeout process, the borrower must also submit a Project Completion Request to CAU through PWeB online forms. The request begins the process to close out your project. CAU will issue a Project Completion amendment to be signed by the borrower.

Attachment 9-A: Request for Authorizing Additional Classification & Rate

(Also available at: www.wdol.gov/docs/Sf1444.pdf)

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND RATE	CHECK APPROPRIATE BOX ☐ SERVICE CONTRACT ☐ CONSTRUCTION CONTRACT	OMB No.: 9000-0089 Expires: 02/28/96

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (VRS), Office of Federal Acquisition Policy, GSA, Washington, DC 20405; and to the Office of Management and Budget, Paperwork Reduction Project (9000-0089), Washington, DC 20503.

NOTE: THE CONTRACTOR SHALL COMPLETE ITEMS 3 THROUGH 16 AND SUBMIT THE REQUEST, IN QUADRUPLICATE, TO THE CONTRACTING OFFICER

1. TO:	2. FROM: *(REPORTING OFFICE)*
ADMINISTRATOR, Employment Standards Administration WAGE AND HOUR DIVISION U.S. DEPARTMENT OF LABOR WASHINGTON, D.C. 20210	

3. CONTRACTOR	4. DATE OF REQUEST

5. CONTRACT NUMBER	6. DATE BID OPENED *(SEALED BIDDING)*	7. DATE OF AWARD	8. DATE CONTRACT WORK STARTED	9. DATE OPTION EXERCISED *(IF APPLICABLE) (SCA ONLY)*

10. SUBCONTRACTOR *(IF ANY)*

11. PROJECT AND DESCRIPTION OF WORK *(ATTACH ADDITIONAL SHEET IF NEEDED)*

12. LOCATION *(CITY, COUNTY AND STATE)*

13. IN ORDER TO COMPLETE THE WORK PROVIDED FOR UNDER THE ABOVE CONTRACT, IT IS NECESSARY TO ESTABLISH THE FOLLOWING RATE(S) FOR THE INDICATED CLASSIFICATION(S) NOT INCLUDED IN THE DEPARTMENT OF LABOR DETERMINATION

NUMBER:_____ DATED: _____

a. LIST IN ORDER: PROPOSED CLASSIFICATION TITLES(S); JOB DESCRIPTION(S); DUTIES; AND RATIONALE FOR PROPOSED CLASSIFICATIONS (SCA ONLY)	b. WAGE RATE(S)	c. FRINGE BENEFITS PAYMENTS
(Use reverse or attach additional sheets, if necessary)		

14. SIGNATURE AND TITLE OF SUBCONTRACTOR REPRESENTATIVE *(IF ANY)*	15. SIGNATURE AND TITLE OF PRIME CONTRACTOR REPRESENTATIVE

16. SIGNATURE OF EMPLOYEE OR REPRESENTATIVE	TITLE	CHECK APPROPRIATE BOX-REFERENCING BLOCK 13. ☐ AGREE ☐ DISAGREE

TO BE COMPLETED BY CONTRACTING OFFICER *(CHECK AS APPROPRIATE - SEE FAR 22.1019 (SCA) OR FAR 22.406-3 (DBA))*

☐ THE INTERESTED PARTIES AGREE AND THE CONTRACTING OFFICER RECOMMENDS APPROVAL BY THE WAGE AND HOUR DIVISION. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

☐ THE INTERESTED PARTIES CANNOT AGREE ON THE PROPOSED CLASSIFICATION AND WAGE RATE. A DETERMINATION OF THE QUESTION BY THE WAGE AND HOUR DIVISION IS THEREFORE REQUESTED. AVAILABLE INFORMATION AND RECOMMENDATIONS ARE ATTACHED.

(Send copies 1, 2, and 3 to Department of Labor)

SIGNATURE OF CONTRACTING OFFICER OR REPRESENTATIVE	TITLE AND COMMERCIAL TELEPHONE NO.	DATE SUBMITED

NSN 7540-01-268-0631
Previous edition is usable

DEPARTMENT OF LABOR

STANDARD FORM 1444 (REV. 12-90)
Prescribed by GSA-FAR (48 CFR) 53.222(f)

Attachment 9-B: Employee Interview Form

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER	EMPLOYEE INFORMATION		
	LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR	STREET ADDRESS		
NAME OF EMPLOYER	CITY	STATE	ZIP CODE
SUPERVISOR'S NAME			
LAST NAME / FIRST NAME / MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW *(YYMMDD)*		
DATE YOU BEGAN WORK ON THIS PROJECT *(YYMMDD)*		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE			DATE *(YYMMDD)*
INTERVIEWER	SIGNATURE	TYPED OR PRINTED NAME	DATE *(YYMMDD)*

INTERVIEWER'S COMMENTS

WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION *(if explanation is needed, use comments section)*	YES	NO
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		
	ARE WAGE RATES AND POSTERS DISPLAYED?		

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

☐ YES ☐ NO

COMMENTS

CHECKER

LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE *(YYMMDD)*

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition not usable

STANDARD FORM 1445 (REV. 12-96)
Prescribed by GSA - FAR (48 CFR) 53.222(g)

Attachment 9-C: Weekly Certified Payroll

U.S. Department of Labor
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

U.S. Wage and Hour Division
Rev. Dec. 2008

OMB No.: 1235-0008
Expires: 01/31/2015

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☐ | ADDRESS

PAYROLL NO. | FOR WEEK ENDING | PROJECT AND LOCATION | PROJECT OR CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS FICA	WITH-HOLDING TAX			OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(over)

Date _____

I, _____ _____
(Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on the
(Contractor or Subcontractor)

_____; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____, _____,

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

_____

_____

_____

_____

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Glossary

A-19 Reimbursement Voucher	The form used to request payment for DWSRF expenses incurred.
Circular A-133	A federal audit required of all borrowers who draw over $500,000 in their fiscal year.
Commerce	Washington State Department of Commerce.
Competitive Bid Process	All construction activities must be contracted out to the lowest responsible bidder through a competitive bidding process.
Construction Completion Report	A form submitted to the Washington State Department of Health by the project engineer certifying that the project is complete.
Data Universal Numbering System (DUNS)	A unique nine-character identification number.
Department of Archaeology and Historic Preservation (DAHP)	Washington State Department of Archaeology and Historic Preservation, which reviews cultural resource activities for federal and state funded projects.
Department of Labor and Industries (L&I)	Washington State Department of Labor and Industries.
Electronic Funds Transfer (EFT)	DWSRF borrowers are encouraged to sign up for EFT to have funds transferred to their accounts electronically rather than through the mail by State Warrant.
Environmental Review	State Environmental Review Process (SERP) or the National Environmental Policy Act (NEPA). The Washington State Department of Health determines which process will be used and approves the completion of the process. Process must be complete prior to starting construction.
Environmental Protection Agency (EPA)	U.S. Environmental Protection Agency.
Federal Excluded Parties List	Federal suspension and debarment actions prevent companies and individuals from participating in government contracts, subcontracts, loans, grants and other assistance programs. The Federal Excluded Parties List is available at www.SAM.gov .
Executed Contract	A contract is considered “executed” once the document is signed by the borrower and the BOARD.
Invitation for Bid (IFB)	Bid packet containing all the pertinent information the contractor will need to bid on a project.
Lowest Responsible Bidder	A term used to determine the successful contractor for a construction project that has been competitively bid.

Investment Grade Efficiency Audit (IGEA)	The primary purpose of the IGEA is to assure that infrastructure projects using electricity, motors, or pumps evaluate the efficiency of the equipment being considered.
NEPA	National Environmental Policy Act.
Office of Drinking Water (ODW)	Washington State Department of Health's (DOH) Office of Drinking Water.
Prevailing Wages	Hourly wage and usual benefits paid in the largest city, in each county, to the majority of workers, laborers, and mechanics as determined by the federal Department of Labor and by the Washington State Department of Labor and Industries for each trade and occupation employed in the performance of public work.
Project Report and Related Construction Documents	Prior to starting construction, DOH requires DWSRF borrowers to submit a Project Report and Construction Documents for approval to the DOH Regional Engineer.
PW BOARD / BOARD	Washington State Public Works Board.
PWeB	The BOARD's online contract management system that borrowers use to access loan information, submit reports and request amendments to their contract.
Section 106 Cultural/Historical Review	The federal requirement that, prior to construction, any impacts to cultural resources be minimized or mitigated. DOH approves the completion of the process. No construction draw reimbursements can be made until this process is completed.
SEPA	State Environmental Policy Act.
Statewide Vendor Number (SWV)	A vendor number established through the Washington State Office of Financial Management.
Federal Exclusion List	Federal Exclusions List identifies individuals that can no longer participate in government contracts, subcontracts, loans, grants and other assistance programs. Searches on contractors who have been excluded from federal contracts can be conducted at www.SAM.gov.
System Award Management (SAM)	SAM.gov is a Federal Government owned and operated free web site that consolidates the capabilities in CCR/Federal Registration, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes.