

Advertisement for Bids

Notice is hereby given that _____
(hereinafter called the "Owner") will receive sealed bids at _____,
_____ County, Oklahoma, until the ___ day of _____, 20___, for the

Funding for this project is provided through the Clean Water State Revolving Fund (CWSRF) program. As such, compliance with the Davis Bacon Act, American Iron and Steel, and Labor Standards Contract Provisions is mandatory.

All bids received at said time will be opened and evaluated for completeness and correctness. All work shall be performed and all construction and materials used and furnished shall be in accordance with the Plans and Specifications prepared by _____, and on file in the office of _____.

The Bid Packet and Contract Documents for this project may be examined at the following locations:

- 1. _____
- 2. _____
- 3. _____

A complete set of Plans and Specifications may be obtained by the prospective bidders at these locations upon deposit of \$_____. Upon return of a complete set, in good condition, within ___ days after the time of bid opening, \$_____ will be refunded.

Each bidder shall accompany his original bid, filed with the _____, with a certified or Cashier's Check on a solvent bank located in Oklahoma, or a Bidder's Bond, in the amount of five (5) percent of the amount bid, as a guarantee of his ability to perform the contract bid upon, and that he will enter into a written contract with the Owner to perform said work and/or furnish said materials in accordance with said Plans and Specifications, and furnish the required bonds according to the Public Competitive Bidding Act of 1974.

The Owner will retain the deposit for liquidated damages in case the successful bidder fails to enter in said contract and furnish the required bonds provided for in the specifications within the time required. Deposit of the unsuccessful bidders will be returned upon the execution of the Contract and required bonds.

Each bidder shall accompany his bid with a sworn statement in writing that the bidder has not directly or indirectly entered into an agreement, expressed or implied, with any other bidder concerning the price or amount of such bid or any bids, the limiting of the bids or bidders, the paying to anyone any money for promotion expenses, the parceling or farming out to any bidder or bidders or other persons of any part of the contract or any part of the subject matter of the bid or of the profits thereof.

Construction, Maintenance and Statutory Payment Bonds in the amount of 100% of the contract price are required for this project. These bonds must be obtained from a Corporate Surety licensed in Oklahoma, and approved by the Owner and Consulting Engineer. The bidder shall state in the proposal the name and address of the Surety or Sureties who will sign this bond in case the contract is awarded. The Maintenance Bond required will guarantee the repair of all damage due to improper materials or workmanship for a period of one (1) year after the acceptance of the work by the Owner.

This project is to be financed by a CWSRF loan from the Oklahoma Water Resources Board (OWRB) and shall be referred to as Project No. ORF-__-____-CW. The following requirements and regulations must be complied with:

- A. "Equal Opportunity in Employment: All qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age or physical handicap. Bidders on this work will be required to comply with the President's Executive Order No. 11246, as amended."
- B. "Each bidder must fully comply with the requirements, terms and conditions of the Environmental Protection Agency's Disadvantaged Business Enterprise Requirements including employing the six (6) good faith efforts and soliciting disadvantaged business enterprises during the performance of this contract. The bidder commits itself to following the good faith efforts to solicit disadvantaged business enterprises contained herein and all other requirements, terms and conditions of these bid conditions by submitting a properly signed bid. Requirements are contained in OWRB's Guidance and Procedures, ORF-267."
- C. "Davis Bacon Act wage rules shall apply. All laborers and mechanics employed by contractors and sub-contractors on projects funded directly by or assisted in whole or in part by and through the Federal Government shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1,3, and 5. The Department of Labor provides all pertinent information related to compliance with labor standards, including prevailing wage rates and instructions for reporting. For more information please refer to Oklahoma Water Resources Board Supplemental Conditions, ORF-185 as well as <http://www.beta.sam.gov/>."

- D. "American Iron and Steel provisions also apply to projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to P.L. 113-76, Consolidated Appropriations Act, 2014, Sec. 436 requires that "None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States." For more information please refer to Oklahoma Water Resources Board Supplemental Conditions ORF-185."

- E. "System for Award Management (SAM) registration is required for all SRF programs (CWSRF and DWSRF) applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to be awarded contracts by the SRF Programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New Applicants and Awardees can go to SAM.gov to complete the registration process."

Note: In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using D&B web form process at <http://fedgov.dnb.com/webform>.

The bids filed with the _____ will be opened and considered by the Owner, at a meeting to be held in _____, on the ___ day of _____, 20___. Bids received more than ninety-six (96) hours prior to the Bid Opening will be returned.

The contract is to be awarded to the lowest, responsive, responsible bidder. The Owner reserves the right to correct any non-material clerical errors in the bidding as allowed under Oklahoma Law. The Owner reserves the right to reject any and all bids in accordance with the Oklahoma Public Competitive Bidding Act of 1974. Conditional bids shall not be accepted.

A pre-bid conference will be held on this project at _____ on the ___ day of _____, 20__.

Approved on this ___ day of _____, 20__.

Information for Bidders

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Each sealed envelope containing a bid must be plainly marked on the outside as “Bid for _____”, and the envelope should bear on the outside the bidder’s name, address, and license number (if applicable). If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the Owner at _____.

All bids must be made on the required bid form, where all blank spaces for bid prices must be filled in, in ink or typewritten. The bid form must be fully completed and executed when submitted. Only one copy of the bid form is required. The Owner may waive any informalities or minor defects, or reject any and all bids as allowed under Oklahoma Law. Any bid may be withdrawn prior to the above scheduled time for bid opening, or authorized postponement thereof. Bids received more than ninety-six (96) hours before the time specified, or those received after the time set for bid opening will not be considered and will be returned unopened. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the bidders.

Bidders must satisfy themselves of the accuracy of estimated quantities in the bid proposal by review of the Plans and Specifications, including any existing addenda, and by examination of the project site. Once a bid is submitted, the bidder shall not assert that there was a misunderstanding concerning the quantities or the nature of work to be performed. The failure or omission of any bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its bid.

Prior to bidding, the Owner shall provide to the bidders all pertinent information that delineates and describes the land owned and rights-of-way acquired or to be acquired.

The Contract Documents contain the provisions required for the construction of the product. Information obtained from an officer, agent, or employee of the Owner or any other person shall not affect the risks or obligations assumed by the contractor, or relieve the contractor from fulfilling any of the conditions of the contract.

Each bid exceeding \$50,000 must be accompanied by a Bid Bond for five percent of the total amount of the bid and payable to the Owner. A certified check may be used in lieu of the Bid Bond. As soon as the bid prices have been compared, the Owner will return the bonds of all except the three lowest responsive, responsible bidders. The bid securities of the successful bidder and the two remaining unsuccessful bidders will be returned upon Owner's approval of the successful bidder's executed certificate of insurance and construction bonds.

Construction bonds (Performance, Statutory, and Maintenance) in the amount of 100 percent with a corporate surety approved by the Owner will be required for the faithful performance of the contract. Attorneys-in-fact who sign bid and construction bonds must file with each bond a certified and effective dated copy of their Power-of-Attorney.

The Owner shall award a contract to the lowest, responsive, responsible bidder or bidders within thirty (30) calendar days after bid opening. The Owner may extend the award period not to exceed fifteen (15) calendar days by formal recorded action and for good cause. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 111, Public Competitive Bidding Act of 1974 (PCBA).

The Notice of Award shall be accompanied by the necessary contract, bonds, and insurance. In the event of failure of the bidder to execute the contract, the Owner may consider the bidder in default, in which case the Bid Bond accompanying the proposal shall become the property of the Owner.

The party to whom the contract is awarded will be required to execute the contract and obtain the construction bonds (Performance, Statutory and Maintenance) and certificate of insurance within ___ calendar days (not to exceed 60 days) from the date when the Notice of Award is delivered to the bidder. The time may be extended further by mutual agreement between the Owner and the bidder per O.S. Title 61 Section 113 (PCBA).

With an acceptable contract, bonds and certificate of insurance signed by the party to whom the Contract was awarded, the Owner shall sign the contract and return to such party an executed duplicate. Should the Owner not execute the contract within the agreed upon period, the bidder may by written notice withdraw the signed contract. Such notice of withdrawal shall be effective upon its receipt by the Owner.

The Owner shall issue the Notice to Proceed after the execution of the contract, approval of bonds and certificate of insurance. If the Notice to Proceed has not been issued within the agreed upon period, the contractor may terminate the contract without further liability on the part of either party.

The Owner may make such investigations as deemed necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidders fails to satisfy the Owner that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. Tied bids are non-restrictive, and in order for a tied bid to be accepted it must be lower than the sum of low separate bids.

All applicable laws, ordinances, rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout. The successful bidder will be required to meet all requirements of the Underground Facilities Damage Prevention Act when engaged in work within public rights-of-way.

When using alternate bids, they will be listed in numerical order, with the highest priority being number one, the second highest priority being number two, etc. The lowest bidder will be determined by comparing all bids that contain the selected alternates and computing the total value of the base bid plus the alternates.

All bidders and owners shall comply with the Oklahoma PCBA of 1974.

The awarded bidder shall supply the names and addresses of all subcontractors and material suppliers when required to do so by the Owner.

To avoid bypassing of raw sewage during construction, the contractor shall use the methods and/or schedule(s) described in Section _____ of these Specifications, or the method(s) and/or schedule(s) described as follows:

The Contractor will be required to begin work within ____ calendar days of the date shown on the Notice to Proceed. The time for completion is ____ calendar days. Liquidated damages will be \$_____ per calendar day.

In the event of a conflict between the Specifications and the SRF Supplemental Conditions (ORF-185), the latter will govern. In the event of a conflict between the Plans and the Specifications, the Specifications will govern.

The following items, included in this Bid Packet, shall be submitted along with the bid: Bid Proposal, Bid Bond, Non-Collusion Affidavit, Business Relationship Affidavit, Contractor's Statement about Equal Opportunity (ORF-211), Contractor's Certificate of Non-Segregated Facilities (ORF-212), Bidder's/Supplier's List (ORF-249), Subcontractor Performance form (ORF-6100-3), Subcontractor Utilization form (ORF-6100-4) and DBE documentation (if applicable).

The consulting engineer is _____. The consulting engineer's contact person for this project is _____, with phone number _____.

Disadvantaged Business Enterprise Program (DBE) Guidance

Important note: All OWRB and EPA forms can be found at www.owrb.ok.gov/forms

The Oklahoma CWSRF receives a portion of their funding from the U.S. Environmental Protection Agency (EPA). The federal funds are used to supplement low interest rate loans to finance wastewater and water quality projects. As a condition of federal grant awards, EPA regulations require that loan recipients and sub-recipients (i.e., prime contractors and subcontractors) make a good-faith effort to award a fair share of work to DBE's who are small business enterprises (SBE's), minority business enterprises (MBE's) and women's business enterprises (WBE's). Additionally, EPA's DBE rule requires loan recipients and sub-recipients adhere to the terms and conditions on Appendix A attached hereto.

To ensure compliance with EPA's DBE requirements, both **Loan Recipients (Project Owners)** and **Prime Contractors must** undertake the good faith efforts to provide opportunities for DBE firms to participate in contracts. EPA regulations require evidence of the demonstration of the six good faith efforts in trying to achieve the DBE participation goals. Oklahoma's negotiated DBE participation goals with EPA can be found on the [OWRB Financial Assistance website](http://www.owrb.ok.gov/financial-assistance). The goals are not a quota. The Oklahoma Department of Transportation has developed a DBE Directory of Certified Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>

Good Faith Efforts: The following good faith efforts apply to the procurement categories involving CWSRF financial assistance funds (See Appendix B: EPA Good Faith Efforts):

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For state and local government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For state and local government recipients, 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 (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the above steps.

Please submit all information to:

Financial Assistance Division, OWRB
3800 North Classen Blvd, Oklahoma City, OK 73118
Phone: 405.530.8800, FAX: 405.530.8900
<http://www.owrb.ok.gov>

Demonstration of the Six Good Faith Efforts. See **Appendices A & B** for additional bidding instructions and contract administrative provisions.

A: Project Owners are required to create and maintain a bidders list in accordance with Subpart E of Part 33 of EPA's Disadvantaged Business Enterprise Program rule, (§ 33.501(b)). The list must include all firms that bid or quote on prime contracts, or bid or quote subcontracts, on competitively bid CWSRF funded projects. The bidders list must only be kept until the project period for the identified loan has ended. The following information must be obtained from all prime and subcontractors and can be provided on **Bidders List (ORF-249)**:

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

B: Project Owners are required to undertake good faith efforts. Steps 1 through 5 can be utilized during the project planning, design and/or pre-bidding phase, to assure that qualified DBE firms have procurement opportunities in construction, equipment, services, and supplies.

To provide procurement opportunities to DBE Firms, the Project Owner should undertake the following:

- Conduct pre-bid meetings to inform potential bidders/contractors about DBE requirements and provide guidance in undertaking the required good faith efforts.

- Use listings of certified DBEs from the U.S. Small Business Administration (SBA), Oklahoma Department of Transportation (ODOT), etc, to solicit DBE firms as prime contractors whenever they are potential candidates. Project Owners should advertise in minority, local and regional newspapers and in the Dodge report.
- Invite DBE firms, where appropriate, to meetings, conferences etc., to inform them of procurement opportunities and develop, where possible, reasonable contract and delivery schedules that encourage and facilitate participation by DBE's. This includes, whenever possible, a minimum of 30 calendar days for bids or request for proposals.
- Determine if a project can be broken down into smaller components/contracts to allow opportunity for DBE firms to bid both as prime-contractors and as sub-contractors.
- For projects broken down into smaller components (e.g., painting, roofing, excavation, pipe laying, etc.) ensure that the delivery schedules are reasonable.
- Encourage DBE firms, where appropriate, to apply as a consortium of DBE's, when a contract is too large for one of these firms to handle individually.
- **Require prime contractor** to complete **ORF Form 6100-3 & ORF Form 6100-4** and submit with bid proposal to Project Owner.

C: Project Owners must require the prime contractor to undertake steps 1 through 5 of the Good Faith Efforts in providing DBE firms opportunity for sub-contracts.

Project Owner must provide the **DBE Guidance (ORF-267)** and associated forms to Prime Contractors for utilization of DBE's in the bidding documents.

**APPENDIX A: Project Owner, Prime Contractor and
Sub-Contractor Responsibilities**

EPA's Disadvantaged Business Enterprise Program rule applies to contract procurement actions funded in part by EPA assistance agreements awarded after May 27, 2008. The rule is found at Federal regulation Title 40, Part 33. Specific responsibilities are highlighted below.

Project Owner Responsibilities:

- Include OWRB's DBE guidance (ORF-267) in each contract with a primary contractor.
- Employ the six Good Faith Efforts during prime contractor procurement (§33.301).
- Require prime contractor to comply with the following prime contractor requirements of Title 40 Part 33:
 - a) To employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
 - b) To provide **ORF form 6100-2 – DBE Subcontractor Participation Form to all DBE subcontractors** (Optional submittal by subcontractors) (§ 33.302(e)).
 - c) To submit **ORF form 6100-3 – DBE Program Subcontractor Performance Form and ORF form 6100-4 – DBE Program Subcontractor Utilization Form with bid package or proposal.** (§ 33.302 (f) and (g)).
 - d) To pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient (§ 33.302(a)).
 - e) To notify recipient in writing by its prime contractor prior to any termination of a DBE subcontractor for convenience by the prime contractor (§ 33.302(b)).
 - f) To employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
 - g) To employ the six good faith efforts described in § 33.301 even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).

- h) Provide Project Owner DBE participation achievements with bid proposal – this includes all information necessary for the Owner to complete the **Bidders List (ORF-249)**. The Owner may allow the prime contractor to complete the **Bidders List (ORF-249)**; however, the **Owner is responsible for review and submittal.**
- Maintain records documenting compliance with the requirements of Title 40 Part 33, including **Bidders List (ORF-249)** and documentation of the good faith efforts (§ 33.301(a)) by the Project Owner and prime contractor.

Prime Contractor Responsibilities:

- Employ the six Good Faith Efforts steps in paragraphs (a) through (e) of § 33.301 if the prime contractor awards subcontracts (§ 33.301(f)).
- Provide **ORF form 6100-2 – DBE Program Subcontractor Participation Form** and **ORF form 6100-3 – DBE Program Subcontractor Performance Form** to each DBE subcontractor as part of the bid conference and prior to opening of the contractor’s bid or proposal (§ 33.302(e) and (f)). Complete **ORF form 6100-4 – DBE Program Subcontractor Utilization Form** (§ 33.302(g))
- Submit to recipient with bid package or proposal the completed **ORF form 6100-4**, plus an **ORF form 6100-3** for each DBE subcontractor used in the contractor’s bid or proposal (§ 33.302(f) and (g)).
- Pay subcontractors for satisfactory performance no more than 30 days from the prime contractor’s receipt of payment from the Project Owner (§ 33.302(a)).
- Notify the recipient in writing prior to prime contractor termination of a DBE subcontractor for convenience (§ 33.302(b)).
- Employ the six good faith efforts described in (§ 33.301) if soliciting a replacement subcontractor after a DBE subcontractor fails to complete work under the subcontract for any reason. (§ 33.302(c)).
- Employ the six good faith efforts described in (§ 33.301) even if the prime contractor has achieved its fair share objectives under subpart D of Part 33. (§33.302(d)).
- Provide Project Owner DBE participation achievements with bid proposal. This includes information necessary for Owner’s completion of the **Bidders List (ORF-249)**.

- Maintain records documenting its compliance with the requirements of Title 40 Part 33, including **Bidders List (ORF-249)** and documentation of the good faith efforts (§ 33.301(a)) by the Project Owner and prime contractor.

Subcontractor Responsibilities:

- May submit **ORF form 6100-2 – DBE Subcontractor Participation Form** to Debra Bradford, EPA Region 6 DBE Coordinator (§ 33.302(e)). Submitted if concerns with EPA funded project (e.g. termination, late payment, etc.)
- Must complete **ORF form 6100-3 – DBE Program Subcontractor Performance Form**, and submit it to the prime contractor soliciting services from the subcontractor prior to the opening of bids for the prime contract.

Summary of ORF Forms

ORF Form	Requirement	Provided By	Completed By	Submitted To
6100-2: DBE Subcontractor Participation Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors if concerns with EPA funded project (e.g. termination, late payment, etc)	EPA Region 6 DBE Coordinator, Debora Bradford
6100-3: DBE Subcontractor Performance Form	Project Owners required to have prime contractors provide form to Subcontractors	Prime Contractors to DBE Subcontractors	DBE Subcontractors with Prime Contractor’s Signature. Completed when bidding on a job.	Project Owners as part of a bid or proposal package
6100-4: DBE Subcontractor Utilization Form	Project Owners required to have prime contractors complete the form	Project Owners to Prime Contractors	Prime Contractors to indicate the utilization of a DBE.	Project Owners as part of bid or proposal

APPENDIX B: TITLE 40 PART 33 SUBPART C—GOOD FAITH EFFORTS**§ 33.102 When do the requirements of this part apply?**

The requirements of this part apply to procurement under CWSRF financial assistance agreements performed entirely within the United States, whether by a Project Owner or its prime contractor, for construction, equipment, services, and supplies.

§ 33.106 What assurances must CWSRF financial assistance recipients obtain from their contractors?

The recipient must ensure that each procurement contract it awards contains the term and condition specified in Appendix A to this part concerning compliance with the requirements of this part.

§ 33.206 Is there a list of certified MBEs and WBEs?

The Oklahoma Department of Transportation has developed a DBE Directory of Certified Firms. This database can be found at this website: <https://okdot.gob2g.com/Default.asp>. There may be other DBEs outside of this database.

§ 33.301 What does this subpart require?

A recipient, including one exempted from applying the fair share objective requirements by §33.411, is required to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an CWSRF financial assistance agreement, even if it has achieved its fair share objectives under subpart D of this part:

- a) Ensure DBE's are made aware of contracting opportunities fully practicable through outreach and recruitment activities. For State and Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- b) Make information on forthcoming opportunities available to DBE's, arrange periods for contracts, and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBE's in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.

- c) Consider in the contracting process whether firms competing for large contracts could subcontract with DBE's. For state and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- d) Encourage contracting with a consortium of DBE's when a contract is too large for one of these firms to handle individually.
- e) Use the services and assistance of the SBA and the Minority Business Development Agency of the Department of Commerce.
- f) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (a) through (e) of this section.

§ 33.302 Are there any additional contract administration requirements?

- a) Project Owners must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the recipient.
- b) Its prime contractor must notify Project Owner in writing prior to any termination of a DBE subcontractor for convenience by the prime contractor.
- c) If a DBE subcontractor fails to complete work under the subcontract for any reason, the recipient must require the prime contractor to employ the six good faith efforts described in § 33.301 if soliciting a replacement subcontractor.
- d) A Project Owner must require its prime contractor to employ the six good faith efforts described in §33.301 even if the prime contractor has achieved its fair share objectives under §33.301 subpart D above.
- e) A recipient must require its prime contractor to provide **ORF Form 6100-2**—DBE Program Subcontractor Participation Form to all of its DBE subcontractors. **ORF Form 6100-2** gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have, for example reasons why the DBE subcontractor believes it was terminated by the prime contractor. DBE subcontractors may send completed copies of **ORF Form 6100-2** directly to the appropriate EPA DBE Coordinator.
- f) A recipient must require its prime contractor to have its DBE subcontractors complete **ORF Form 6100-3**—DBE Program Subcontractor Performance Form. A recipient must then require its prime contractor to include all completed forms as part of the prime contractor's bid or proposal package.
- g) A recipient must require its prime contractor to complete and submit **ORF Form 6100-4**—DBE Program Subcontractor Utilization Form as part of the prime contractor's bid or proposal package.

- h) Copies of **ORF Form 6100-2**—DBE Program Subcontractor Participation Form, **ORF Form 6100-3**—DBE Program Subcontractor Performance Form and **ORF Form 6100-4**—DBE Program Subcontractor Utilization Form may be obtained from EPA OSDBU's Home Page on the Internet or directly from EPA OSDBU.
- i) A recipient must ensure that each procurement contract it awards contains the term and condition specified in the Appendix A concerning compliance with the requirements of this part. A recipient must also ensure that this term and condition is included in each procurement contract awarded by an entity receiving an identified loan under a financial assistance agreement to capitalize a revolving loan fund.

§ 33.410 Can a recipient be penalized for failing to meet its fair share objectives?

A recipient cannot be penalized, or treated by EPA as being in noncompliance with this subpart, solely because it's MBE or WBE participation does not meet its applicable fair share objective. However, EPA may take remedial action under § 33.105 for a recipient's failure to comply with other provisions of this part, including, but not limited to, the good faith efforts requirements described in subpart C of this part.

Source: Federal Requirements and Contract Provisions for Special Appropriation Act Projects, US Environmental Protection Agency, Region III, June 2008

**APPENDIX C: RESOURCE LISTING CONTACT INFORMATION FOR
UTILIZATION OF MINORITY AND WOMEN'S BUSINESS ENTERPRISES**

Resource Listing	Contact Information	Website
<p>U.S. Small Business Administration (SBA) In addition to the national office, the SBA has local district and regional offices to assist small businesses in contracting with the public and private sector.</p>	<p>US Small Business Administration 409 3rd St, SW Washington DC 20416 Phone: 800-827-5722</p>	<p>https://www.sba.gov/</p>
<p>U. S. Small Business Administration (SBA) - OK. District Office</p>	<p>301 NW 6th St. Oklahoma City, OK 73102 Phone: 405.609.0800</p>	<p>https://www.sba.gov/offices/district/ok/oklahoma-city</p>
<p>Minority Business Development Administration (MBDA): The MBDA is an agency within the U.S. Dept. of Commerce, created to foster the development and growth of minority businesses in the U.S. and coordinates resources in the public and private sectors to help MBEs.</p>	<p>1401 Constitution Ave NW Washington, D.C. 20230 Email: support@mbda.gov Phone: (202) 482-2000</p>	<p>http://www.mbda.gov/</p>
<p>Standard Industrial Classification Codes (SIC) or North American Industry Classification System (NAICS) codes visit the websites.</p>	<p>U.S. Bureau of Labor Statistics Postal Square Building, 2 Massachusetts Ave. NE Washington, DC 20212-0001 Phone: 1-202-691-5200</p>	<p>http://www.bls.gov/iag/tgs/iag_index_naics.htm</p>
<p>Oklahoma Department of Transportation (ODOT) and the Minority/Disadvantaged Business Enterprise (ODOT – MBE/DBE). Project Owners and bidders may locate qualified M/WBE's through the MBE/WBE Directory</p>	<p>200 NE 21st Street Oklahoma City, OK 73105 Phone: 405.521.2082</p>	<p>https://okdot.gob2g.com/Default.asp</p>

<p>US EPA Office of Small and Disadvantaged Business Utilization (OSDBU): advocates and advances the business, regulatory, and environmental compliance concerns of small and socio-economically disadvantaged businesses. The Small Business Vendor Profile System contains information of number of small and disadvantaged companies registered with OSDBU.</p>	<p>USEPA Office of Small Programs 1200 Pennsylvania Ave. NW Mail Code 1230T Washington, D.C. 20460 Phone: 202 566-2075</p>	<p>http://cfpub.epa.gov/sbvps/ Select “search the OSBP Registry” and click on the search criteria of interest (ethnicity, size, SIC, etc.)</p>
<p>National Black Chamber of Commerce</p>	<p>4400 Jenifer St NW #331, Washington, DC 20015 Phone: 202 466-6888 Fax: 202 466-4918 Email: info@nationalbcc.org</p>	<p>http://www.nationalbcc.org</p>
<p>U.S. Hispanic Chamber of Commerce</p>	<p>424 K St NW #401, Washington, DC 20005 Phone: (202) 842-1212</p>	<p>http://www.usfcc.com</p>
<p>National Association of Minority Contractors (NAMC)</p>	<p>910 17th Street, NW, Suite 413 Washington, DC 20006 Phone: 202.296.1600 info@namcnational.org</p>	<p>http://namcnational.org/</p>
<p>National Association of Women’s Business Owners (NAWBO)</p>	<p>601 Pennsylvania Ave NW South Building, Ste 900 Washington, DC 20004 Phone: 800-556-2926 Fax: 202-403-3788</p>	<p>www.nawbo.org</p>
<p>National Minority Supplier Development Council, Inc. (NMSDC)</p>	<p>1359 Broadway, 10th Floor, Suite 1000 New York, NY 10018 Phone: (212) 944-2430 Fax: (212) 719-9611</p>	<p>http://www.nmsdc.org/</p>

<p>Native American Development Corporation (NADC) - provides technical assistance, financial lending opportunities, and champions small businesses</p>	<p>17 N. 26th St. Billings, MT 59101 Phone: (406) 259-3804 Fax: (406) 259-4569 Email: nadcptac@nadc-nabn.org</p>	<p>http://www.nadc-nabn.org/</p>
<p>City of Tulsa - Human Rights Department Maintains a list of Minority and Female business Enterprises that are certified through the “building Resources in Developing and Growing Enterprises</p>	<p>175 E. 2nd St. Tulsa, OK. 74103 Phone: (918) 596-7818</p>	<p>https://www.cityoftulsa.org/government/departments/resilience-and-equity/small-business-enterprise-program/ Click on the ‘member list’</p>
<p>Southwest Minority Supplier Development Council: Maintains lists of certified Minority Business Enterprises in Oklahoma</p>	<p>7301 Broadway Ext Ste 224, OKC, OK 73116 Phone: (405) 767-9900</p>	<p>http://www.smsdc.org/</p>
<p>National Association of Women in Construction (NAWIC)</p>	<p>327 S. Adams Street Fort Worth, TX 76104 Phone: 800-552-3506 817.877.5551 Fax: 817.877.0324</p>	<p>http://www.nawic.org/</p>
<p>Oklahoma Department of Central Services Maintains a list of MBE/WBEs</p>	<p>OMES Central Purchasing 5005 N. Lincoln Blvd., Suite 300 OKC, OK 73105 Phone: 405-522-0955</p>	<p>https://omes.ok.gov/services/purchasing</p>
<p>Bureau of Indian Affairs - Maintains a list of Native American Contractors and Suppliers by Trade</p>	<p>P.O. Box 368 (1 Mile North on Hwy 281) Anadarko, OK 73005 Phone: (405) 247-6673 Fax: (405) 247-5611</p>	<p>https://www.bia.gov/as-ia/ieed/division-economic-development/native-american-business-development</p>
<p>Oklahoma Department of Commerce Certification Programs and information</p>	<p>900 N Stiles Ave. Oklahoma City, OK 73104 Phone: (405) 815-6552 Toll-Free: (800) 879-6552</p>	<p>https://okcommerce.gov/business/certifications/</p>
<p>Cherokee Nation Tribal Employment Rights Office - Maintains a directory of Indian-owned businesses</p>	<p>Cherokee Nation TERO Dept. P.O. Box 948 Tahlequah, OK 74465 Phone: (918) 453-5334 or Toll Free: 800-256-0671 ext 5334</p>	<p>http://cherokeetero.com/</p>

BIDDERS LIST

To be completed by Project Owner for all bidding Prime Contractors & Subcontractors.

(List of **all firms** that bid or quote on **Prime Contracts** and **Subcontracts** on the project, including Services and Supplies)

Project Name: _____ CWSRF Loan Number: ORF-__-____-CW

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Y___ N___	If utilized and >\$10,000, ORF-212a form is required (all subcontractors and suppliers).
DBE: Y___ N___ If yes , MBE or WBE? _____	Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ORF 6100-3 form is required for all DBEs that bid/quote, even if not utilized. Submit with Bidders List. If utilized submit the following with Bidders List: <ul style="list-style-type: none"> • A copy of the companies MBE or WBE certificate is required. • ORF 6100-4 form is also required.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Y___ N___	If utilized and >\$10,000, ORF-212a form is required (all subcontractors and suppliers).
DBE: Y___ N___ If yes , MBE or WBE? _____	Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ORF 6100-3 form is required for all DBEs that bid/quote, even if not utilized. Submit with Bidders List. If utilized submit the following with Bidders List: <ul style="list-style-type: none"> • A copy of the companies MBE or WBE certificate is required. • ORF 6100-4 form is also required.

Company Name:	
Address:	
Contact Name:	
Phone:	
Email:	
Quote/Bid Amount (\$)	
Date:	
Utilized: Y___ N___	If utilized and >\$10,000, ORF-212a form is required (all subcontractors and suppliers).
DBE: Y___ N___ If yes , MBE or WBE? _____	Check one: Construction <input type="checkbox"/> Equipment <input type="checkbox"/> Services <input type="checkbox"/> Supplies <input type="checkbox"/> ORF 6100-3 form is required for all DBEs that bid/quote, even if not utilized. Submit with Bidders List. If utilized submit the following with Bidders List: <ul style="list-style-type: none"> • A copy of the companies MBE or WBE certificate is required. • ORF 6100-4 form is also required.

*Copy this form if additional pages are required.

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

OWRB Financial Assistance Agreement recipients must require prime contractors to provide this form to their DBE¹ subcontractors². This form gives a DBE subcontractor the opportunity to describe work received and/or report any concerns regarding the project.

Subcontractor Name _____		Project Name _____	
Bid Proposal # _____		Point of Contact _____	
Address _____			
Phone _____		e-mail _____	
Prime Contractor Name _____		Funding Entity Oklahoma Water Resources Board	

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

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

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

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

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. OWRB Financial Assistance Agreement Recipients must require prime contractors to provide this form to their DBE subcontractors.

Subcontractor Name _____		Project Name _____	
Bid Proposal # _____		Point of Contact _____	
Address _____			
Phone _____		e-mail _____	
Prime Contractor Name _____		Funding Entity Oklahoma Water Resources Board	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified by: <input type="checkbox"/> DOT <input type="checkbox"/> SBA Other: _____ Meets or exceeds EPA certification standards? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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.

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

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. OWRB Financial Assistance Agreement recipients must require their 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 # _____		Point of Contact _____	
Address _____			
Phone _____		e-mail _____	
Funding Entity <u>Oklahoma Water Resources Board</u>		I have identified potential DBE certified subcontractors: <input type="checkbox"/> YES <input type="checkbox"/> NO	
If yes, please complete the table below. If no, please explain: _____			
Subcontractor Name/ Company Name	Address/Phone/Email	Estimated \$ Amount	Currently Certified?

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.

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

Bidder's Statement about: **Equal Opportunity Clause (ORF-211)**

Mark **one**:

- I have participated in previous contract(s) or subcontract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114. I have filed all reports due under the requirements contained in 40 CFR, Part C, 8.11.
- I have not participated in previous contract(s) subject to the equal opportunity clause under Executive Orders 11246 and 11375 or preceding Executive Orders 10925 and 11114.

- I will obtain a similar statement from any proposed subcontractor(s), when appropriate.

Bidder's Statement about: **Non-Segregated Facilities (ORF-212)**

- I hereby certify that I do not and will not maintain any facilities provided for my employees in a segregated manner, or permit my employees to perform their services at any location under my control where segregated facilities are maintained; and that I will obtain a similar certification prior to the award of any subcontract exceeding \$10,000 which is not exempted from the equal opportunity clause.

Bidder's Statement about: **Bonds**

- I hereby certify that I will obtain and provide a Bid Bond along with my Bid.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Performance Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Statutory/Payment Bond for 100% of the contract amount.
- I hereby certify that, in the event of being awarded a Contract, I will provide a Maintenance Bond for at least 1 year after construction completion, and 100% of the contract amount

Bidder's Statement about: **Sam.gov registration**

Mark **one**:

- I have registered in SAM.gov and my status is "active".
- I am not currently registered in SAM.gov, but I will be registered and holding an "active" status prior to the beginning of any construction.

- I certify that I will actively review the SAM.gov status of all of the subcontractors in this work to verify they are registered and their status is "active".

Bidder's Statement about: **Davis Bacon Act and American Iron and Steel**

- I hereby certify that all of my employees will be paid according to the Davis Bacon Act.
- I hereby certify that I will comply with the American Iron and Steel requirement.

Name and Title of Prospective Prime Contractor's Representative

Signature of Prospective Prime Contractor's Representative

Name and address of Prospective Prime Contractor

BIDDER'S AMERICAN IRON AND STEEL CERTIFICATION

I, the Bidder, _____, authorized representative of
Contractor's Authorized Representative
_____, hereby certify that I am aware of the requirement per Section
Contractor
436(a)-(f) of the Consolidated Appropriations Act of 2014, as amended, by which all applicable
products made primarily out of iron and steel used in this project must be manufactured in the
United States, and that the bid prepared for _____ has
Project
been prepared accordingly, as it is funded through the Clean Water State Revolving Fund (loan
number ORF-___-____-CW). I, the Bidder, am aware that none of the funds appropriated or
otherwise made available by the Consolidated Appropriation Act of 2014 (Appropriations Act)
shall be used for the construction, alteration, maintenance, or repair of a treatment works unless
all of the iron and steel products used in the project are produced in the United States. I, the
Bidder, furthermore certify the following:

1. The bidder understands the term "iron and steel products" applies to the following materials made primarily of iron or steel, and used for the construction, alteration, maintenance, or repair of publicly owned treatment works; 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 other construction materials as defined by the U.S. Environmental Protection Agency (EPA). For additional guidance, visit http://water.epa.gov/grants_funding/aisrequirement.cfm
2. The bidder further states that this requirement applies to all portions of the project that are subcontracted.
3. This "Bidder's American Iron and Steel Certification" is to be submitted by the bidder as part of its bid.
4. Iron and steel of unknown origin are considered to have been produced or manufactured outside the United States.

5. Consistent with the terms of the Owner's bid solicitation and the provisions of Use of American Iron and Steel Section 436, the bidder certifies that this bid reflects the bidder's best, good faith effort to identify domestic sources of iron and steel goods in the bid solicitation where such American-made goods are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.
6. The bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the bidder agrees that it will provide reasonable, sufficient, and timely verification to the Owner of the U.S. production of each component so identified.
7. The bidder certifies that for any iron and steel products that are not American-made and are so identified in this bid, the bidder has included in or attached to this bid one or both of the following, as applicable:
 - a. Identification of and citation to a categorical waiver published by EPA in the Federal Register that is applicable to such component or components, and an analysis that supports its applicability to the component or components; If the Administrator of EPA receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Website of EPA.
 - b. Verifiable documentation sufficient to the Owner, as required in the bid solicitation or otherwise, that the bidder has sought to secure American-produced goods but has determined that such goods are not available on the schedule and consistent with the deadlines prescribed in the bid solicitation, with assurance adequate for the bidder under the applicable conditions stated in the bid solicitation or otherwise.
8. The bidder certifies that for any such product or products that are not so available, the bidder has also provided in or attached to this bid certification, including but not limited to the verifiable documentation and a full description of the bidder's efforts to secure any such American-produced iron and steel goods, that the bidder believes are sufficient to provide and as far as possible constitute the detailed justification required for a waiver under Use of American Iron and Steel with respect to such product or products.

9. If use of a non-compliant iron and/or steel product is permanently incorporated into a project, one or more of the following can occur:
 - a. Request a waiver where appropriate.
 - b. Require the removal of the non-domestic item.
 - c. Payment withholding of all or part of the project.

10. The bidder further agrees that, if this bid is accepted, it will assist the Owner in amending, supplementing, or further supporting such information as required by the Owner to request and, as applicable, implement the terms of a waiver with respect to any such product or products. The EPA strongly recommends the use of a step certification, similar to the one used by the Federal Highway Administration. The final manufacturer can also certify that the manufacturing process occurred in the United States.

Contractor's Authorized Representative Signature

____/____/_____
Date

AFFIDAVITS

State of _____ ss.
County of _____

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid.

Non-Collusion

Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any government official or employee as to quantity, quality, or price in the prospective contract, or any other terms of said prospective contract; or in any discussions between bidders and any government official concerning exchange of money or other value for special consideration in the letting of a contract; that the bidder/contractor had not paid, given or donated or agreed to pay, give or donate to any officer or employee of the _____ (or other entity) any money or other thing of value, either directly or indirectly in the procurement of a contract or pursuant to this bid.

Business Relationships

Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

_____.

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

_____.

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

_____.

If none of the business relationship herein above mentioned exists, affiant should so state.

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public Signature

My Commission Expires: _____

CLAIM OR INVOICE AFFIDAVIT

State of _____ ss.
County of _____

The undersigned (engineer or supervisory official), of lawful age, being first duly sworn, on oath says that this (invoice, claim, or contract) is true and correct. Affiant further states that the (work, services or materials) as shown by this invoice or claim have been (completed or supplied) in accordance with the plans, specifications, orders, or requests furnished to the affiant. Affiant further states that (s)he has made no payment, given, or donated or agreed to pay, give, or donate, either directly or indirectly, to any elected official, officer, or employee of the State of Oklahoma, of money or any other thing of value to obtain payment or the award of this contract.

Engineer/Supervisory Official signature

Subscribed and sworn to before me this ____ day of _____, 20__.

Notary Public signature

My Commission Expires: _____

AGREEMENT

This Agreement, made this ___ day of _____, 20___ between _____
 (hereinafter called the Owner) and _____ (hereinafter called the Contractor).

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

1. The Contractor will commence and complete the work for:

2. The Contractor will furnish all of the materials, supplies, tools, equipment, labor, and other services necessary for the construction and completion of the project described herein.

3. The Contractor will commence the work required by the Contract documents within _____ calendar days after the date of the Notice to Proceed and will complete the same within _____ calendar days unless the period for completion is extended otherwise.

4. The Contractor agrees to perform all the work described in the Contract documents and comply with the terms therein for the sum of \$_____ or as shown in the Bid Schedule.

5. The term "Contract documents" means and includes the following:

- | | |
|--------------------------------------|------------------------------|
| (A) Advertisement for Bids | (I) Standard Requirements |
| (B) Information for Bidders | (J) Statutory Bond |
| (C) Bid Proposal | (K) Performance Bond |
| (D) Bid Schedule | (L) Maintenance Bond |
| (E) Business Relationships Affidavit | (M) Certificate of Insurance |
| (F) Non-collusion Affidavit | (N) Notice of Award |
| (G) Bid Bond | (O) Notice to Proceed |
| (H) Agreement | (P) Change Order |
- (Q) Drawings prepared by _____.
 Numbers _____ through _____, and dated ___/___/____.
- (R) Specifications prepared by _____, dated ___/___/____.
- (S) ADDENDA:
 No. _____, dated ___/___/____ No. _____, dated ___/___/____
 No. _____, dated ___/___/____ No. _____, dated ___/___/____

6. The Owner will pay to the Contractor in the manner and at such times as set forth in the Standard Requirements such amounts as required by the Contract documents.

7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

8. It is understood that the following are also required of the Contractor in performance of this contract:

- a. Liquidated damages for failure to complete the work within the time specified shall be assessed at the rate of \$_____ per day for each additional calendar day until the work is completed.
- b. Contractor shall comply with the Underground Facilities Damage Prevention Act (63 O.S. 42.1 et seq.).

9. The Contractor hereby represents and warrants to and for the benefit of the Owner that:

- a. The Contractor has reviewed the grant conditions and all the other conditions in the Supplemental Conditions ORF-185.
- b. The Contractor has reviewed and understands the Davis Bacon Act and prevailing wage rate requirements and will provide any further verified information, certification or assurance of compliance as may be required by the Owner.
- c. The Contractor acknowledges to and for the benefit of the Owner and the State of Oklahoma (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement.
- d. The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (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 American Iron and Steel Requirement, unless a waiver of the requirement 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 American Iron and Steel Requirement, as may be requested by the Owner or the State.

- e. The Contractor has registered for the System for Award Management (SAM) that is required for all SRF program projects. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects. New applicants and awardees can go to SAM.gov to complete the registration process.

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

IN WITNESS WHEREOF, the parties hereto have executed or caused to be executed by their duly authorized officials, this Agreement in _____ copies each of which shall be deemed an original on the date first above written.

Owner’s Authorized Representative	Title	Signature	____/____/____ Date
-----------------------------------	-------	-----------	------------------------

Attested by	Title	Signature	____/____/____ Date
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Contractor’s Authorized Representative	Title	Signature	____/____/____ Date
--	-------	-----------	------------------------

Attested by	Title	Signature	____/____/____ Date
-------------	-------	-----------	------------------------

NOTICE TO PROCEED

Date: ___/___/_____

Project: _____

Loan#: ORF-___ - _____-CW

Notice is hereby given to _____ to commence work on the above
Contractor
referenced project on or before ___/___/_____. In accordance with the Agreement dated
___/___/_____, you are to complete the work within ___ consecutive calendar days. The date
of completion of all work is ___/___/_____.

Owner's Authorized Representative signature

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____,
Contractor's Representative name

Authorized Representative of _____.
Contractor

Contractor's Authorized Representative signature

___/___/_____
Date

**CERTIFICATE OF APPROVAL OF CONTRACTS AND BONDS BY LOCAL
ATTORNEY**

I, the undersigned _____,
the duly authorized and acting legal representative of the _____,
after careful examination of the Contract between this Entity and
_____, and the surety bonds given by the contractor in
connection with the performance of said contract, do hereby certify that:

1. Each of the aforesaid agreements has been duly executed by the proper parties thereto, acting through their duly authorized representatives.
2. Said representatives have full power and authority to execute said agreements on behalf of the respective parties named therein.
3. The foregoing contract and surety bonds, as applicable, constitute valid and legally binding obligations upon the parties executing the same in accordance with the terms, conditions, and provisions thereof.

Dated this ___ day of _____, 20__.

Attorney's signature

beta.SAM.gov

INSERT CURRENT WAGE DECISIONS THAT APPLY TO
THE CONSTRUCTION PROJECT HERE
IN CONTRACT SPECIFICATIONS

See Requirements in ORF-185

DAVIS-BACON WAGE DECISION

OKLAHOMA WATER RESOURCES BOARD

Supplemental Conditions

for

Projects funded from the

Clean Water State Revolving Loan Fund

RULES AND REGULATIONS

TITLE 41 - PUBLIC CONTRACT AND PROPERTY MANAGEMENT

CHAPTER 60 - OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS, EQUAL
EMPLOYMENT OPPORTUNITY, DEPARTMENT OF LABOR COMPLIANCE
RESPONSIBILITY FOR EQUAL EMPLOYMENT OPPORTUNITY FINAL RULE**60-1.4 Equal opportunity clause.**

(b) Federally assisted construction contracts.

(1) Except as otherwise provided, each administering agency shall require the inclusion of the following language as a condition of any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause:

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering

agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

- (c) Subcontracts. Each nonexempt prime contractor or subcontractor shall include the equal opportunity clause in each of its nonexempt subcontracts.
- (d) Incorporation by reference. The equal opportunity clause may be incorporated by reference in all Government contracts and subcontracts, including Government bills of lading, transportation requests, contracts for deposit of Government funds, and contracts for issuing and paying U.S. savings bonds and notes, and such other contracts and subcontracts as the Deputy Assistant Secretary may designate.
- (e) Incorporation by operation of the order. By operation of the order, the equal opportunity clause shall be considered to be a part of every contract and subcontract required by the order and the regulations in this part to include such a clause whether or not it is physically incorporated in such contracts and whether or not the contract between the agency and the contractor is written.
- (f) Adaptation of language. Such necessary changes in language may be made in the equal opportunity clause as shall be appropriate to identify properly the parties and their undertakings.
[43 FR 49240, Oct. 20, 1978, as amended at 62 FR 66971, Dec. 22, 1997]

60-4.2 Solicitations.

- (a) All Federal contracting officers and all applicants shall include the notice set forth in paragraph (d) of this section and the Standard Federal Equal Employment Opportunity Construction Contract Specifications set forth in § 60-4.3 of this part in all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of the part. Administering agencies shall require the inclusion of the notice set forth in paragraph (d)

of this section and the specifications set forth in § 60-4.3 of this part as a condition of any grant, contract, subcontract, loan, insurance or guarantee involving federally assisted construction covered by this Part 60-4.

- (b) All nonconstruction contractors covered by Executive Order 11246 and the implementing regulations shall include the notice in paragraph (d) of this section in all construction agreements which are necessary in whole or in part to the performance of the covered nonconstruction contract.
- (c) Contracting officers, applicants and nonconstruction contractors shall give written notice to the Director within 10 working days of award of a contract subject to these provisions. The notification shall include the name, address and telephone number of the contractor; employer identification number; dollar amount of the contract, estimated starting and completion dates of the contract; the contract number; and geographical area in which the contract is to be performed.
- (d) The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part (see 41 CFR 60-4.2(a)):

Notice of Requirement for Affirmative Action To Ensure Equal Employment Opportunity (Executive Order 11246)

- 1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.
- 2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for MBE
 CONSTRUCTION 13.94%; SUPPLIES - 7.48%;
 SERVICES - 14.29%; EQUIPMENT - 9.13%

Goals for WBE
 CONSTRUCTION - 6.92%; SUPPLIES - 0;
 SERVICES - 26.51%; EQUIPMENT - 19.90%

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

If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

- 3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
- 4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical areas where the contract is to be performed giving the state, county and city, if any).

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65977, Oct. 3, 1980]

60-4.3 Equal opportunity clauses.

- (a) The equal opportunity clause published at 41 CFR 60-1.4(a) of this chapter is required to be included in, and is part of, all nonexempt Federal contracts and subcontracts, including construction contracts and subcontracts. The

equal opportunity clause published at 41 CFR 60-1.4(b) is required to be included in, and is a part of, all nonexempt federally assisted construction contracts and subcontracts. In addition to the clauses described above, all Federal contracting officers, all applicants and all nonconstruction contractors, as applicable, shall include the specifications set forth in this section in all Federal and federally assisted construction contracts in excess of \$10,000 to be performed in geographical areas designated by the Director pursuant to § 60-4.6 of this part and in construction subcontracts in excess of \$10,000 necessary in whole or in part to the performance of nonconstruction Federal contracts and subcontracts covered under the Executive order.

Standard Federal Equal Employment Opportunity Construction Contract Specifications (Executive Order 11246)

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - (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 Register in 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 actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, 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).
 - (b) The notice set forth in 41 CFR 60-4.2 and the specifications set forth in 41 CFR 60-4.3 replace the New Form for Federal Equal Employment Opportunity Bid Conditions for Federal and Federally Assisted Construction published at 41 FR 32482 and commonly known as the Model Federal EEO Bid Conditions, and the New Form shall not be used after the regulations in 41 CFR Part 60-4 become effective.

[43 FR 49254, Oct. 20, 1978; 43 FR 51401, Nov. 3, 1978, as amended at 45 FR 65978, Oct. 3, 1980]

DAVIS BACON ACT REQUIREMENTS (subchapter IV of Chapter 31 of Title 40, United States Code and 29 CFR parts 1, 3, and 5) (SEE APPENDIX 1 FOR CLARIFYING INFORMATION)

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

- (a) 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 public building or public work, or building or work

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 Sec. 5.1.

(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 Sec. 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.

(ii)(A) The contracting officer 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 contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; 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 contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer 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 contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt 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.

(ii) 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 **OWRB SRF** or the **Owner** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, 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 **Owner for transmission to the OWRB SRF**. The payrolls submitted 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 weekly transmittals. 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 beta.SAM.gov 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 **OWRB SRF** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the **Owner**, as the case may be, for transmission to the **OWRB SRF**, 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 Owner.

(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 Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 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 *CWSRF* 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 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 (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 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 the contracting agency, 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.

(b) Contract Work Hours and Safety Standards Act. The following clauses set forth in paragraphs (b)(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 Sec. 5.5(a) or 4.6 of part 4 of this title. 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 therefor 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 **Owner or the OWRB SRF** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime 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 (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 paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to 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 Agency Head shall cause or require the contracting officer to 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 **Owner or OWRB SRF** and the Department of Labor,

and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

WAGE RATE REQUIREMENTS

Notwithstanding any other provision of law and in a manner consistent with other provisions, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part with CWSRF funds shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code.

See Appendix 1 for clarifying information.

AMERICAN IRON AND STEEL (BUY AMERICAN)

P.L 113-76, Consolidated Appropriations Act, 2014, "American Iron and Steel" Section 436.

- (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.
- (2) In this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.
- (b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the "Administrator") finds that—

- (1) applying subsection (a) would be inconsistent with the public interest;
 - (2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
 - (3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.
- (c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.
- (d) This section shall be applied in a manner consistent with United States obligations under international agreements.
 - (e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.
 - (f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

Please see Appendices 2-4 for Waiver Information.

SYSTEM FOR AWARD MANAGEMENT (SAM)

SAM registration is required for all SRF programs (CWSRF and DWSRF) applicants and Awardees (Entities, Prime Contractors, Subcontractors, Vendors) in order to be awarded contracts by the SRF Programs. SAM replaces Central Contractor Registration/Federal Agency Registration, Online Representations and Certifications Application, and Excluded Parties List System. Applicants and awardees are required to complete a one-time free registration to provide basic information relevant to procurement and financial transactions. Registrants must retain an active status to be eligible for SRF projects.

New Applicants and Awardees can go to SAM.gov to complete the registration process.

Note: In order to register in SAM, a Data Universal Number System (DUNS) number will be required. DUNS number is a unique, non-indicative 9-digit identifier issued and maintained by Dun & Bradstreet (D&B) that verifies the existence of a business entity globally. D&B assigns DUNS numbers for each physical location of a business. All entities doing business with the U.S Government can receive a DUNS number FREE of charge and, under normal circumstances, within 1-2 business days when using D&B web form process at <http://fedgov.dnb.com/webform>.

OTHER SUPPLEMENTAL CONDITIONS

Disadvantaged Business Enterprises (DBE)

40 CFR 33.301 Contracting with disadvantaged business enterprises and labor surplus area firms.

The SRF loan recipient and subcontractors will take all necessary affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible.

DBE participation requirements apply to projects constructed with funds directly made available by the federal capitalization grant (equivalency projects).

(1) EPA and the State will negotiate a "Fair Share Objective" (which shall represent a percentage of DBE participation).

(2) When soliciting for a subcontractor (A/E or construction contractor), the loan recipient shall take the following six good faith efforts:

(A) Include qualified Small, DBE businesses on solicitation lists.

(B) Assure that Small, DBE businesses are solicited whenever they are potential sources.

(C) When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum Small, DBE business participation.

(D) Where the requirements of the work permits, establish delivery schedules which will encourage participation by Small, DBE businesses.

(E) Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the United States Department of Commerce, as appropriate.

(F) If any subcontracts are to be let, require the prime contractor or A/E to take the good faith efforts in (A) through (E) of this paragraph (2).

2. Affirmative Steps shall include:

- (i) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (ii) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (iii) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- (iv) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (v) Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- (vi) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (e)(2)(i) through (v) of this section.

Completion Date

If not stated elsewhere in these specifications, the contractor shall complete work under this contract within _____ calendar days. Time for completion shall begin on the 10th day after issuance of the work order, which shall consist of a written request by the engineer for the contractor to proceed with the construction of the project.

Contractor's Liability and Builders All Risk Insurance

The contractor shall furnish the following insurance when the contract is awarded:

(A) Workmen's Compensation: The contractor shall carry on his work in accordance with the requirements of the Workmen's Compensation Law of the State of Oklahoma, and shall not reject the provisions thereof during the life of the contract. A certificate of coverage must be returned with the contract.

(B) Public Liability and Property Damage: He shall also protect himself by liability reinsurance against any and all claims for damages to persons or property which may arise out of operations under this contract, whether such operations be by himself or a subcontractor or by anyone directly employed by either of them. Certificates of such insurance shall be file with the Owner and shall be subject to its approval as to adequacy of protection. The public liability insurance shall have limits of not less than \$100,000/\$300,000 or an amount to be determined by OWRB and Property Damage insurance of not less than \$50,000/\$100,000 or an amount to be determined by OWRB shall be carried by the contractor during the life of the contract. A certificate of such coverage must be returned with the contract.

(C) Builder's Risk: Provide Builders Risk Insurance only if called for in other sections of the specifications.

Bonds

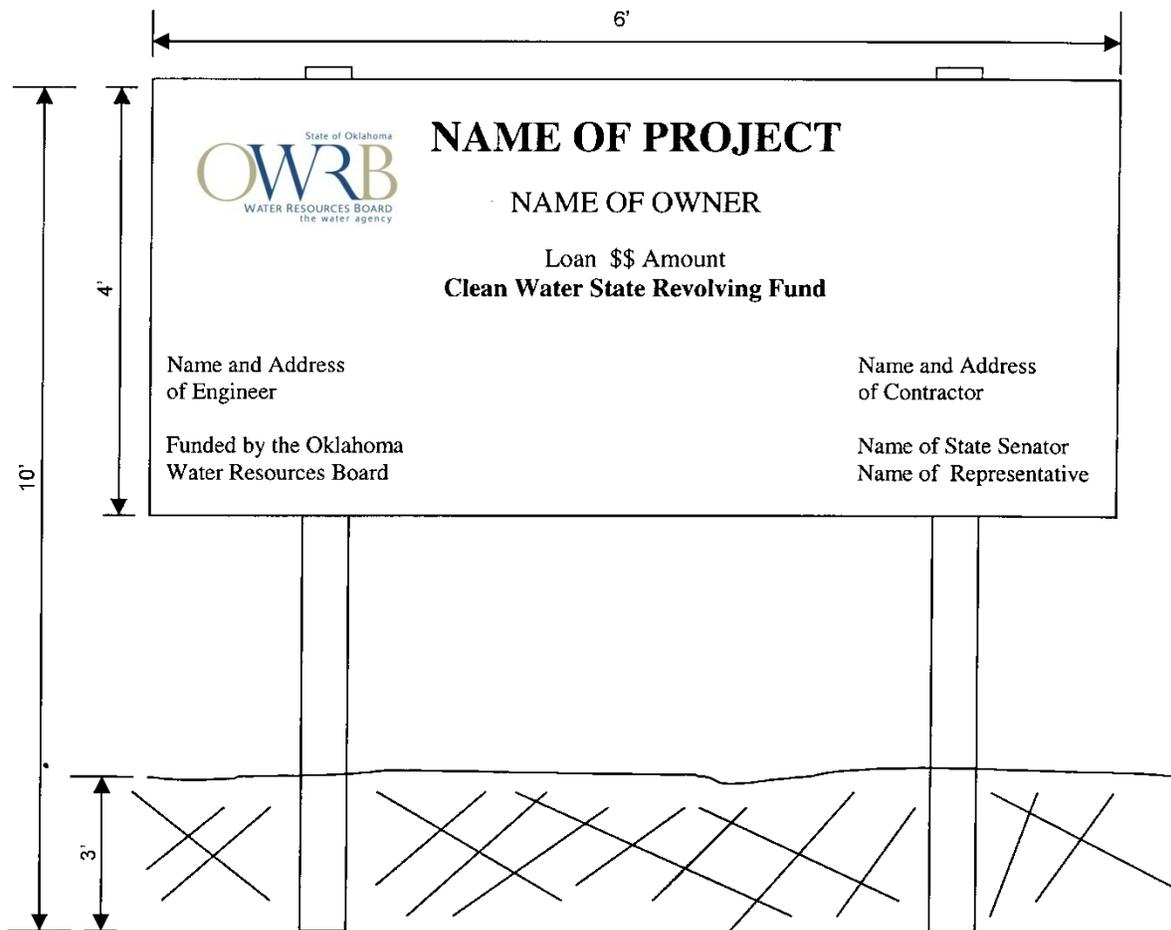
All bonds are for the full value of the contract and must be issued by a surety company authorized by the Oklahoma Insurance Commission to do business in the State of Oklahoma. They will be required after the award of the contact.

Three bonds are required for all contracts with a value exceeding Fifty Thousand Dollars (\$50,000.00) They are: (1.) Performance Bond to insure the completion of the work in accordance with the contract documents in the time stipulated; (2.) Maintenance Bond to provide for defects in construction or materials for a period of one (1) year from the date of acceptance of the completed work; and (3.) Statutory Bond to assure the Owner is protected from the action of subcontractors, suppliers and employees for unpaid debts of the contractor.

Irrevocable Letters of Credit may be used as a substitute for bonds on contracts exceeding Fifty Thousand Dollars (\$50,000.00). The letters of credit must be issued by a financial institution insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation on forms obtained from the Owner.

PROJECT SIGN

- The general contractor shall erect and maintain for the life of the construction contract a suitable sign, 4' x 6' in size, and detailed hereon, lettered black on white background. Sign shall be professionally painted. Lettering to be appropriate size. No separate bid item. Sign shall be the general obligation of the Contractor.
- The OWRB logo is required on the project sign if the project is funded in part with CWSRF funds. The OWRB logo is available at <http://www.owrb.ok.gov/about/index.php> or may be provided directly by OWRB.
- Redwood Posts shall be 4" x 4" x 10' buried securely a minimum of 3 feet below ground.
- Sign face shall be constructed of 3/4" x 4' x 6' – 5 ply Dura-plywood board & mounted to Posts with four (4) 5/8" x 6" Carriage Bolts.



Appendix 1

Wage Rate Requirements

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental and Not Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities, and for 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. If a State recipient needs guidance, the recipient may contact Dannell Brown at brown.dannell@epa.gov or at 214-665-7279 of EPA, Region VI Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's website at <http://www.dol.gov/whd/>.

Under these terms and conditions, the Non-Governmental subrecipient must submit its proposed DB wage determinations to the State recipient for approval prior to including the wage determination in any solicitation, contract task orders, work assignments, or similar instruments to existing contractors.

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 wage determinations for the locality or localities in which a covered activity subject to DB will take place at www.beta.sam.gov prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to the assigned Financial Assistance Division Engineer, Oklahoma Water Resources Board, 3800 N. Classen Blvd, Oklahoma City, OK 73118. 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.beta.sam.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.beta.sam.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.beta.sam.gov into the ordering instrument.

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

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

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 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 be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

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

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

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

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

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

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

than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

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

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

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

5. Compliance Verification

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

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

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

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

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office at 405-231-4158.

Appendix 2

Step-By-Step Waiver Process Related to P.L. 113-76, Consolidated Appropriation Act, 2014, “American Iron and Steel”

Application by Assistance Recipient

Each local entity that receives SRF water infrastructure financial assistance is required by section 436 of the Act to use American made iron and steel products in the construction of its project. However, the recipient may request a waiver. Until a waiver is granted by EPA, the AIS requirement stands, except as noted above with respect to municipalities covered by international agreements.

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;
2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 3.

Additionally, it is strongly encouraged that assistance recipients hold pre-bid conferences with potential bidders. A pre-bid conference can help to identify iron and steel products needed to complete the project as described in the plans and specifications that may not be available from domestic sources. It may also identify the need to seek a waiver prior to bid, and can help inform the recipient on compliance options.

In order to apply for a project waiver, the assistance recipient should email the request in the form of a Word document (.doc) to the State SRF program. It is strongly recommended that the State designate a single person for all AIS communications. The State SRF designee will review the application for the waiver and determine whether the necessary information has been included. Once the waiver application is complete, the State designee will forward the application to either of two email addresses. For CWSRF waiver requests, please send the application to: cwsrfwaiver@epa.gov. For DWSRF waiver requests, please send the application to: dwsrfwaiver@epa.gov.

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 3 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

In the event that EPA finds that adequate documentation and justification has been submitted, the Administrator may grant a waiver to the assistance recipient. EPA will notify the State designee that a waiver request has been approved or denied as soon as such a decision has been made. Granting such a waiver is a three-step process:

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA’s website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm
2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 3 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.
3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

EPA has the authority to issue public interest waivers. Evaluation of a public interest waiver request may be more complicated than that of other waiver requests so they may take more time than other waiver requests for a decision to be made. An example of a public interest waiver that might be issued could be for a community that has standardized on a particular type or manufacturer of a valve because of its performance to meet their specifications. Switching to an alternative valve may require staff to be trained on the new equipment and additional spare parts would need to be purchased and stocked, existing valves may need to be unnecessarily replaced, and portions of the system may need to be redesigned. Therefore, requiring the community to install an alternative valve would be inconsistent with public interest. EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

EPA reserves the right to issue national waivers that may apply to particular classes of assistance recipients, particular classes of projects, or particular categories of iron or steel products. EPA may develop national or (US geographic) regional categorical waivers through the identification of similar circumstances in the detailed justifications presented to EPA in a waiver request or requests. EPA may issue a national waiver based on policy decisions regarding the public’s interest or a determination that a particular item is not produced domestically in reasonably available quantities or of a sufficient quality. In such cases, EPA may determine it is necessary to issue a national waiver.

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact 800-887-6063.

**Appendix 3: Information Checklist for Waiver Request
 Related to P.L. 113-76, Consolidated Appropriation Act, 2014, “American Iron and Steel”**

The purpose of this checklist is to help ensure that all appropriate and necessary information is submitted to EPA. EPA recommends that States review this checklist carefully and provide all appropriate information to EPA. This checklist is for informational purposes only and does not need to be included as part of a waiver application.

Items	✓	Notes
<p>General</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor 		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following information: <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers 		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: <ul style="list-style-type: none"> — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient’s efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects? 		

**Appendix 4: HQ Review Checklist for Waiver Request
Related to P.L. 113-76, Consolidated Appropriation Act, 2014, “American Iron and Steel”**

Instructions: To be completed by EPA. Review all waiver requests using the questions in the checklist, and mark the appropriate box as Yes, No or N/A. Marks that fall inside the shaded boxes may be grounds for denying the waiver. If none of your review markings fall into a shaded box, the waiver is eligible for approval if it indicates that one or more of the following conditions applies to the domestic product for which the waiver is sought:

1. The iron and/or steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality.
2. The inclusion of iron and/or steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include the following information? <ul style="list-style-type: none"> — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market • Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%? 				
Availability Waiver Requests <ul style="list-style-type: none"> • Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? <ul style="list-style-type: none"> — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials • Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers? • Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information) • Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: <ul style="list-style-type: none"> — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials • Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits? 				