

# Permit Guide for CWSRF and DWSRF Projects—Equivalency



SC Department of Health and Environmental Control

This guide provides information to assist project sponsors in preparing a permit application package for projects funded through the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) with equivalency requirements. CWSRF projects should be submitted through ePermitting and a copy of all documents should be sent directly to the SRF project manager.

Attached to this cover page are [Appendix A – Equivalency \(Mandatory Supplemental Conditions\)](#), [Appendix B](#) (Optional Format Contract Documents), and [Appendix C](#) (DHEC 3588, Schedule for Construction).

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

1. *Plans:* Submit 1 hard copy and 1 electronic copy of the detailed plans, including location maps.
2. *Specifications:* Submit 1 hard copy and 1 electronic copy of the Project Manual, including contract documents and technical specifications.
3. *Mandatory Supplemental Conditions:* Contract documents must include the mandatory documents exactly as presented in Appendix A – Equivalency.
4. *Optional Format Contract Documents:* Contract documents must include, at a minimum, the documents listed in Appendix B. However, document formats may be a reasonable approximation of those appearing in Appendix B.
5. *Final Cost Estimate:* Detailed estimates of the planning and design costs, construction costs based on final design drawings, construction engineering/inspection costs, etc. must be submitted.
6. *Proposed Schedule for Construction:* The proposed *Schedule for Construction* (DHEC 3588) in Appendix C must be completed and submitted.

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

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

**More information?** Contact your DHEC SRF project manager.



## **APPENDIX A — EQUIVALENCY**

### **Mandatory Supplemental Conditions For The South Carolina State Revolving Fund Program February 2023**

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

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

**APPENDIX A**  
**TABLE OF CONTENTS**

General Instructions.....3  
 The Disadvantaged Business Enterprise (DBE) Program.....6  
 Special Notice to Bidders.....12  
 Davis-Bacon and Related Acts.....18  
 Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity 30  
 Attachment A — Contacts for Procurement of DBEs.....42  
 Attachment B — Forms.....43

EPA Form 5700-52A	MBE/WBE Utilization Under Federal Grants and Cooperative Agreements
EPA Form 6100-2	DBE Subcontractor Utilization Form
EPA Form 6100-3	DBE Subcontractor Utilization Form
EPA Form 6100-4	DBE Subcontractor Utilization Form
DHEC 2323	EEO Documentation Form
DHEC 2556	Bidder's "American Iron and Steel" Certification
DHEC 3590	Certification Regarding Debarment, Suspension and Other Responsibility Matters
DHEC 3591	Prime Contractor's Subagreement Certification
DHEC 3592	Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity
DHEC 4360	Bidder's "Build America, Buy America" Certification

EPA 6100 forms are suspended as of 3/2016

## GENERAL INSTRUCTIONS

### **Submittal and Approval of DBE and EEO Documentation**

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

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

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

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

1. **DBE Compliance Documentation** listed on page 7 to include a "Bidder's List" showing all bidders for any subcontracting opportunities. Documentation of DBE solicitation and results of such efforts must be submitted along with the following forms (See Attachment B) as part of the DBE package:

- **Prime Contractor's Subagreement Certification (DHEC 3591)** - This form provides a list of all proposed subcontractors, both DBE firms and non-DBE firms. Each prime contractor must submit this form.
- ~~**DBE Program Subcontractor Utilization Form (EPA Form 6100-4)**~~ - This form captures the prime contractor's intended use of an identified DBE subcontractor, and the estimated percentage of the subcontract.
- ~~**DBE Subcontractor Performance Form (EPA Form 6100-3)**~~ - Each DBE subcontractor must submit this form which captures an intended DBE subcontractor's description of the work to be performed for the prime contractor and the price of the work submitted to the prime contractor.

EPA 6100 forms are  
suspended as of 3/2016

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

2. **EEO Documentation Form (DHEC Form 2323)** and all required attachments (See Attachment B). Each prime contractor and any subcontractor whose contract amount exceeds \$10,000 must submit this information. *DHEC cannot authorize the Project Sponsor to award the construction contract(s) until the EEO documentation is approved.*
3. **Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity (DHEC 3592)** (See Attachment B). Each prime contractor and any subcontractor whose contract amount is expected to exceed \$10,000 must submit this form.
4. **Certification Regarding Debarment, Suspension and Other Responsibility Matters (DHEC Form 3590)** (See Attachment B). Each prime contractor and any subcontractor whose contract amount is expected to equal or exceed \$25,000 must submit this form.

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

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

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

**delay payment or result in costs associated with that subcontract declared ineligible for SRF assistance.**

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

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

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

### **Objective**

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

### **Policy**

It is SRF policy to require the Project Sponsor to implement procedures to ensure DBE firms are given opportunities for meaningful participation if subcontracts are awarded.

### **DBE Definitions**

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

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

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

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

- |                       |  |
|-----------------------|--|
| Black Americans       | Asian Americans                              |
| Women                 | Hispanic Americans                           |
| Disabled Americans    | Native Americans                             |
| Minority Institutions | Historically Black Colleges and Universities |

To qualify as a DBE firm, at least 51 percent of an independent business must be owned and controlled by a socially and economically disadvantaged individual whose personal net

worth is less than \$750,000. The minority or woman owner's interest must be real, substantial and continuing. The control determination will revolve around the minority or woman owner's involvement in the day-to-day management of the business enterprise.

### **DBE Certification**

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

- ▶ South Carolina Division of Small & Minority Business Administration
- ▶ South Carolina Commission for Minority Affairs
- ▶ South Carolina Department of Transportation
- ▶ Other sources approved at Project Manager's discretion (DBE definition/criteria must be consistent with agency sources listed above).

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

### **DBE Requirements – "Six Good Faith Efforts"**

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

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



- (5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce.
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

**The prime contractor must employ the “Six Good Faith Efforts” for all subcontracts.**

### **Solicitation of DBE Firms**

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

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

Subcontractor’s name with point of contact,

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

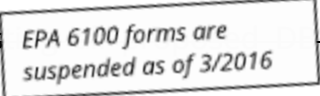
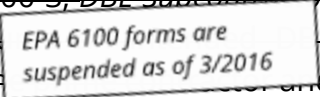
The procurement (scope of work) on which the subcontractor bid or quoted and when; and

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

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

## **DBE Compliance Documentation**

If subcontracts are awarded, prime contractors *must submit the following items* as documentation of their good faith efforts:

- (1) A copy of the prime contractor's Bidder's List.
- (2) Evidence of solicitation to *certified* prospective DBE firms, such as copies of solicitation letters/emails listing **specific scope/volume of work**, phone logs, fax confirmation sheets, printouts of online searches with results of said searches, etc. The prime contractor is strongly encouraged to follow-up each written, faxed or emailed solicitation with at least one logged phone call.
- (3) Copies of letters or e-mails asking for assistance from the MBDA Business Center, the South Carolina Governor's Office of Small & Minority Business Assistance, or other agencies or organizations that provide procurement assistance to DBEs.  
**Note: As outlined in the "Good Faith Effort" Number 5 above, it is mandatory that prime contractors contact the SBA and the MBDA Business Center.**
- (4) List by trade the names of *certified* DBE subcontractors solicited but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of quote.
- (5) List any job-specific criteria that disqualified a certified DBE firm that submitted a low bid for a subcontract. Attach a copy of the disqualified bid or quote along with the bid or quote from the selected subcontractor for comparison.
- (6) Proof of **DBE certification** from an acceptable source for each subcontractor listed as a MBE or WBE.
- (7) DHEC form entitled *Prime Contractor's Subagreement Certification* (DHEC Form 3591) listing **all** proposed subcontractors, both DBE firms and non-DBE firms.
- ~~(8) EPA Form 6100-4 DBE Subcontractor Utilization Form list subcontractors.~~ 
- ~~(9) Require all DBE subcontractors to complete EPA Form 6100-3, DBE Subcontractor Performance Form (See Attachment B) This form captures subcontractor's description of work to be performed for the project and the price of the work submitted to the prime contractor.~~ 

## Reporting Requirements for Prime Contractors During Construction

- ▶ Forward a copy of each DBE subcontract as soon as possible after contract award.
- ▶ Pay subcontractors for satisfactory performance no more than **30 days** from the prime contractor's receipt of payment.
- ▶ Report any proposed changes/additions from the approved subcontractor list to the Project Sponsor and DHEC **prior to initiation of the action** along with the following actions:
  - Submit a **revised/updated** *Prime Contractor's Subcontractor Participation Form* (DHEC Form 3591) and EPA Form 6100-4 (See Attachment B) from the **new** DBE firm. EPA 6100 forms are suspended as of 3/2016
  - Document the reason for the proposed deviation
  - Submit evidence of the prime contractor's continued good faith efforts to secure a DBE firm for the new and/or replacement subcontract work.
  - Provide any new subcontractors with the *DBE Subcontractor Participation Form* (EPA Form 6100-3) (See Attachment B) **if working with a** **new** DBE firm. EPA 6100 forms are suspended as of 3/2016
  - Submit a *EEO Documentation Form* (DHEC Form 2323) (See Attachment B) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
  - Submit a *Certification by Proposed Prime or Subcontractor Regarding Equal Employment Opportunity* (DHEC 3592) (See Attachment) from the **new** subcontractor **if** the subcontract amount exceeds \$10,000.
  - Submit a *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (DHEC 3590) (See Attachment B) from the **new** subcontractor **if** the subcontract amount equals or exceeds \$25,000.

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

- ▶ Submittal of the data for *MBE/WBE Utilization under Federal Grants and Cooperative Agreements* (EPA Form 5700-52A) to the Project Sponsor. The reporting period is annual, with reporting period ending September 30<sup>th</sup>. Submission of this report is required even if there is no MBE/WBE activity to report; this is called a Negative Report.
- ▶ Provide EPA Form 6100-2, *DBE Subcontractor Participation Form* to all DBE subcontractors. This form gives a DBE subcontractor the opportunity to be added to the approved subcontractor list. EPA 6100 forms are suspended as of 3/2016

~~the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and other concerns the DBE subcontractor might have. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to: EPA DBE Coordinator, EPA Region 4, 61 Forsyth Street SW, Atlanta, Georgia, 30303.~~

## **SPECIAL NOTICE TO BIDDERS**

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

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

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

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

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

**Number 4:** Bonding requirements are as follows:

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

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

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

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

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

**Number 7:** Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment

Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 ([Pub. L. 115-232](#)) prohibits federal funding, including funds provided by the federally-assisted SRF loan program, to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical

technology as part of any system.. The provision is effective August 13, 2020. Debarment status can be checked on the System for Award Management (SAM) Website, <https://sam.gov/> and search for exclusions on "covered telecommunications equipment or services".

**Number 8:** Domestic Preference

**"Build America, Buy America" Act**

The Contractor acknowledges to and for the benefit of the Project Sponsor and the State Revolving Fund (SRF) Program that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America" (BABA) that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Project Sponsor and SRF Program:

- (a) the Contractor has reviewed and understands the Build America, Buy America Requirements,
- (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, **unless a waiver of the requirements is approved** (see below), 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 Build America, Buy America Requirements, as may be requested by the Project Sponsor or the SRF Program.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Sponsor or SRF Program to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Project Sponsor or SRF Program resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the SRF Program or any damages owed to the SRF Program by the Project Sponsor). If the Contractor has no direct contractual privity with the SRF Program, as a lender or awardee to the Project Sponsor for the funding of its project, the Project Sponsor and the Contractor agree that the SRF Program 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 SRF Program.

The proposed prime contractor(s) must certify BABA compliance using DHEC Form 4360.

**BABA Waivers:**

When applicable, Project Sponsors may apply for, and be granted, a waiver from the BABA requirements. If a BABA waiver has been granted for this project, a copy of the BABA waiver is included at the end of this section. **In the event a BABA waiver has been granted, the American Iron and Steel provisions will be in effect (see below).** The Contractor must also submit a list of significant manufactured products or construction materials likely subject to the waiver within the scope of the project.

Use of American Iron and Steel (applicable if BABA waiver has been granted and Build America, Buy America Requirements do not apply)

The Contractor acknowledges to and for the benefit of the Project Sponsor and the State Revolving Fund (SRF) Program 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 that have statutory requirements 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. The Contractor hereby represents and warrants to and for the benefit of the Project Sponsor and the SRF Program 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 Project Sponsor or the SRF Program.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Sponsor or the SRF Program to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Project Sponsor or the SRF Program resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the SRF Program or any damages owed to the SRF Program by the Project Sponsor). While the Contractor has no direct contractual privity with the SRF Program, as a lender to the Project Sponsor for the funding of its project, the Project Sponsor and the Contractor agree that the SRF Program 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 SRF Program.



The proposed prime contractor(s) must certify American Iron and Steel compliance using DHEC Form 2556.

**[REPLACE THIS PAGE WITH THE  
BABA WAIVER LETTER FOR THE SRF PROJECT, IF GRANTED]**

**If this page remains, a BABA waiver has not been granted for this  
project.**

## **DAVIS-BACON AND RELATED ACTS**

### **WAGE RATE REQUIREMENTS FOR FEDERAL AND FEDERALLY ASSISTED CONTRACTS**

#### **Wage Rate Requirements**

##### **Preamble**

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

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

##### **I. Requirements Under the Water Resources Reform and Development Act of 2014 (WRRDA) and Under the Safe Drinking Water Act, Section 1452(a)(5) For Subrecipients That Are Governmental Entities:**

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance with respect to State recipients and sub recipients that are governmental entities. If a sub recipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Tracy Williams, [williams.trychacio@epa.gov](mailto:williams.trychacio@epa.gov), 404-562-9251 of EPA, Region 4 for guidance. The recipient or sub recipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>.

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

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 sub recipient encounters a unique situation at a site that presents uncertainties regarding DB applicability,

the sub recipient must discuss the situation with the recipient State before authorizing work on that site.

## **2. Obtaining Wage Determinations.**

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

(i) While the solicitation remains open, the sub recipient shall monitor <https://sam.gov> weekly to ensure that the wage determination contained in the solicitation remains current. The sub recipients 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 sub recipients 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 sub recipient.

(ii) If the sub recipient 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 sub recipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The sub recipient shall monitor <https://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 sub recipient 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 sub recipient shall insert the appropriate DOL wage determination from <https://sam.gov> into the ordering instrument.

**(c)** Sub recipients 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 sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the sub recipient 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 sub recipient 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 sub recipient'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 sub recipient(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 Safe Drinking Water Act, Section 1452(a)(5), or WRRDA, 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. Sub recipients may obtain wage determinations from the U.S. Department of Labor's web site, [www.dol.gov](http://www.dol.gov).

(ii)(A) The sub recipient(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 sub recipient(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 sub recipient (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 sub recipient(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 sub recipient(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 sub recipient, 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 sub recipient 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 sub recipient(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 sub recipient(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 sub recipient(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 sub recipient 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 sub recipient, 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 Sub recipient 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 Sub recipient 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 sub recipient 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 sub recipient 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 sub recipient 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. Sub recipients 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. Sub recipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."

**(c)** The sub recipient 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 sub recipient 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 sub recipient 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. Sub recipients 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 sub recipient shall verify evidence of fringe benefit plans and payments there under by contractors and subcontractors who claim credit for fringe benefit contributions.

**(d)** The sub recipient shall periodically review contractors and subcontractor's 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)** Sub recipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

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

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

<https://sam.gov/>

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

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

## EEO Notice

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

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

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

Timetables	Goals for minority participation for each trade	Goals for female participation in each trade
	See below for county list	6.9%

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

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



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

Minority Goals by Economic Areas for Standard Metropolitan Statistical Area (SMSA) or Non-SMSA

029 Charlotte, NC:

SMSA Counties:

1520 Charlotte – Gastonia, NC \_\_\_\_\_ 18.5%  
 NC Gaston; NC Mecklenburg; NC Union.

Non-SMSA Counties \_\_\_\_\_ 15.7%

NC Alexander; NC Anson; NC Burke; NC Cabarrus; NC Caldwell; NC Catawba; NC Cleveland;  
 NC Iredell; NC Lincoln; NC Rowan; NC Rutherford; NC Stanley; SC Chester; SC Lancaster SC  
 York.

031 Greenville – Spartanburg, SC:

SMSA Counties:

3160 Greenville –Spartanburg, SC \_\_\_\_\_ 16.0%  
 SC Greenville; SC Pickens; SC Spartanburg.

Non-SMSA Counties \_\_\_\_\_ 17.8%

NC Polk; SC Abbeville; SC Anderson; SC Cherokee; SC Greenwood; SC Laurens;  
 SC Oconee; SC Union.

032 Columbia, SC

SMSA Counties:

1760 Columbia, SC \_\_\_\_\_ 23.4%  
 SC Lexington; SC Richland.

Non-SMSA Counties \_\_\_\_\_ 32.0%

SC Calhoun SC Clarendon; SC Fairfield; SC Kershaw; SC Lee; SC Newberry;  
 SC Orangeburg; SC Saluda; SC Sumter

033 Florence, SC

Non-SMSA Counties \_\_\_\_\_ 33.0%

SC Chesterfield; SC Darlington; SC Dillon; SC Florence; SC Georgetown; SC Horry;  
 SC Marion; SC Marlboro; SC Williamsburg.

034 Charleston - North Charleston, SC

SMSA Counties

1440 Charleston - North Charleston, SC \_\_\_\_\_ 30.0%  
 SC Berkeley; SC Charleston; SC Dorchester.

Non-SMSA Counties \_\_\_\_\_ 30.7%

SC Colleton

035 Augusta, GA:

SMSA Counties:

0600 Augusta, GA – SC \_\_\_\_\_ 27.2%  
 GA Columbia; GA Richmond; SC Aiken

Non-SMSA Counties \_\_\_\_\_ 32.8%

GA Burke; GA Emanuel; GA Glascock; GA Jefferson; GA Jenkins; GA Lincoln;  
 GA McDuffie; GA Taliaferro; GA Warren; GA Wilkes; SC Allendale, SC Bamberg;  
 SC Barnwell; SC Edgefield; SC McCormick

039 Savannah, GA:

SMSA Counties:

7520 Savannah, GA \_\_\_\_\_ 30.6%

GA Bryan; GA Chatham; GA Effingham

Non-SMSA Counties \_\_\_\_\_ 29.8%

GA Appling; GA Atkinson; GA Bacon; GA Bullock; GA Candler; GA Coffee; GA Evans; GA Jeff Davis; GA Liberty; GA Long; GA McIntosh; GA Montgomery; GA Screven; GA Tattinall; GA Toombs; GA Wayne; SC Beaufort; SC Hampton; SC Jasper.

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

**EEO Specifications**

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

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    1. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    2. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    3. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    4. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable

tribal affiliations through membership and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications and Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their

training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union, or if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women,

including upgrading programs and apprenticeship and training programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, lay-off, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foreman, etc., prior to the initiation of construction work on any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer

and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of



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

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, 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, as amended.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the "Equal Opportunity Clause", including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof, as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee

identification number when assigned, Social Security Number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

## **ATTACHMENT A — CONTACTS FOR PROCUREMENT OF DBES**

### **South Carolina Office of Small & Minority Business Assistance**

South Carolina Office of the Governor  
1205 Pendleton Street, Suite 372A  
Columbia, SC 29201  
Telephone: (803) 734-5044 or (803) 734-5010  
Website: [osmba.sc.gov/](http://osmba.sc.gov/)

### **South Carolina Commission on Minority Affairs**

293 Greystone Blvd  
Columbia, SC 29210  
Telephone: (803) 333-9621  
Website: [cma.sc.gov/](http://cma.sc.gov/)

### **South Carolina Department of Transportation**

Office of Business Development  
Post Office Box 191  
Columbia, SC 29202  
Telephone: (803) 737-1372  
Website: [www.scdot.org/business/bus-development-overview.aspx](http://www.scdot.org/business/bus-development-overview.aspx)

### **U.S. Small Business Administration**

Website: [www.sba.gov/](http://www.sba.gov/)

Columbia - Main office  
1835 Assembly St., Suite 1425  
Columbia, SC 29201  
Phone: [\(803\) 765-5377](tel:(803)765-5377)

Charleston  
3294 Ashley Phosphate Rd.  
North Charleston, SC 29420  
Phone: [\(843\) 225-7430](tel:(843)225-7430)

Spartanburg  
1875 E. Main St.  
Duncan, SC 29334  
Phone: [\(803\) 253-3123](tel:(803)253-3123)

### **Minority Business Development Agency (MBDA)**

United States Department of Commerce  
Website: <https://www.mbda.gov/>

Georgia MBDA Business Center  
926 Dalney Street NW  
Atlanta, GA 30332-0415  
Telephone: [404-385-6466](tel:404-385-6466)  
Website: [georgiambdabusinesscenter.org/](http://georgiambdabusinesscenter.org/)

North Carolina MBDA Business Center  
600 Park Offices Dr., Suite LL-50  
Research Triangle, NC 27709  
Telephone: [919-294-3740](tel:919-294-3740)  
Website:  
[ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/mbda](http://ncadmin.nc.gov/businesses/historically-underutilized-businesses-hub/mbda)

**ATTACHMENT B — FORMS**Forms are located at <https://scdhec.gov/srfforms>

Form Number	Form Title	BABA Waiver Granted	No BABA Waiver
<a href="#">EPA 5700-52A</a>	MBE/WBE Utilization Under Federal Grants and Cooperative Agreements	X	X
<a href="#">EPA 6100-2</a>	Subcontractor Participation Form	X	X
<a href="#">EPA 6100-3</a>	Subcontractor Participation Form	X	X
<a href="#">EPA 6100-4</a>	DBE Prime Contractor Subcontractor Utilization Form	X	X
<a href="#">D-2323</a>	Equal Employment Opportunity (EEO) Documentation Form	X	X
<a href="#">D-2556</a>	Bidder's American Iron and Steel Certification	X	
<a href="#">D-3590</a>	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	X	X
<a href="#">D-3591</a>	Prime Contractor's Subagreement Certification	X	X
<a href="#">D-3592</a>	Equal Employment Opportunity (EEO) Certification by Proposed Prime Contractor or Subcontractor	X	X
<a href="#">D-4360</a>	Bidder's "Build America, Buy America" Certification		X

## **APPENDIX B**

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

*{Total of 18 pages including this page}*

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

## BID BOND

KNOW ALL MEN BY THESE PRESENT: that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and  
\_\_\_\_\_ as Surety, are  
hereby held and firmly bound unto \_\_\_\_\_ as  
OWNER in the penal sum of  
\_\_\_\_\_ for payment of  
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and  
assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

NOW, THEREFORE,

If said BID shall be rejected, or

If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of  
Contract attached hereto (properly completed in accordance with said BID) and shall furnish  
a BOND for his faithful performance of said contract, and for the payment of all persons  
performing labor or furnishing materials in connection therewith, and shall in all other  
respects perform the agreement created by the acceptance of said BID, then this obligation  
shall be void, otherwise the same shall remain in force and effect; it being expressly  
understood and agreed that the liability of the Surety for all and all claims hereunder shall, in  
no event, exceed the penal amount of this obligation as herein stated.

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

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

---

(L.S.)

Principal

---

Surety

By: \_\_\_\_\_

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

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

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

\_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_  
(Name of Owner)

\_\_\_\_\_  
(Address of Owner)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal Secretary) (Principal)

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety Secretary) Surety

BY \_\_\_\_\_

Attorney-in-fact

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address)

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

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

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENT: that

\_\_\_\_\_ (Name of Contractor)

\_\_\_\_\_ (Address of Contractor)

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

\_\_\_\_\_ (Name of Surety)

\_\_\_\_\_ (Address of Surety)

hereinafter called Surety, are held and firmly bound unto

\_\_\_\_\_ (Name of Owner)

\_\_\_\_\_ (Address of Owner)

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

ATTEST:

\_\_\_\_\_  
(Principal Secretary) (Principal)

BY \_\_\_\_\_

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness to Principal

\_\_\_\_\_  
(Address)

ATTEST:

\_\_\_\_\_  
(Surety Secretary) Surety

BY \_\_\_\_\_

Attorney-in-fact

(SEAL)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
Witness to Surety

\_\_\_\_\_  
(Address)

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

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

## CONTRACT CHANGE ORDER

**Project:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **SRF No.:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_ **Owner:** \_\_\_\_\_

**Contract No.:** \_\_\_\_\_ **Change Order No.:** \_\_\_\_\_

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

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

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

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

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

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

Total \$ \_\_\_\_\_.

Recommended by \_\_\_\_\_

*Engineer*

*Date*

Accepted by \_\_\_\_\_

*Contractor*

*Date*

Approved by \_\_\_\_\_

*Owner*

*Date*

## NOTICE OF AWARD

To: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT DESCRIPTION \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by \_\_\_\_\_

this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**NOTICE TO PROCEED**

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_  
Project: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Owner

BY \_\_\_\_\_

TITLE \_\_\_\_\_

**ACCEPTANCE OF NOTICE**

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by \_\_\_\_\_

this, the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_



**BID**

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

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

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

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

**BID SCHEDULE**

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

SRF ELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

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TOTAL: ELIGIBLE

\$ \_\_\_\_\_

ITEMS INELIGIBLE

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NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

---

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TOTAL: INELIGIBLE \$ \_\_\_\_\_

TOTAL OF BID.....\$ \_\_\_\_\_

LUMP SUM PRICE (if applicable) .....\$ \_\_\_\_\_

Respectfully submitted:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
License Number

(SEAL - if BID is by a corporation)

ATTEST \_\_\_\_\_

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

## AGREEMENT

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

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

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

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

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, 20\_\_\_\_

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

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

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

OWNER \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

Name \_\_\_\_\_  
(Please Type)

ATTEST:

Title \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

CONTRACTOR \_\_\_\_\_

By \_\_\_\_\_

(SEAL)

Name \_\_\_\_\_  
(Please Type)

ATTEST:

Address \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_  
(Please Type)

Title \_\_\_\_\_

## **APPENDIX C**

**Proposed Schedule for Construction (DHEC Form 3588)**



# Schedule for Construction



SRF Project Number \_\_\_\_\_

Project Name \_\_\_\_\_

Project Sponsor \_\_\_\_\_

Enter proposed dates (month/year) for the following:

Bid Opening \_\_\_\_\_

Contract Execution \_\_\_\_\_

Notice to Proceed \_\_\_\_\_

Construction Start / Initiation of Construction \_\_\_\_\_

DHEC "Approval to Operate" / Initiation of Operation \_\_\_\_\_

Construction Completion \_\_\_\_\_

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

Sewer Use Ordinance enactment date \_\_\_\_\_

Pretreatment Program enactment date \_\_\_\_\_

Prepared by \_\_\_\_\_ Date \_\_\_\_\_

Preparer's Title and Organization \_\_\_\_\_

Submit by email to DHEC project manager or by mail to:  
SRF Section - Water Facilities Permitting Division, S.C. DHEC, 2600 Bull Street, Columbia, SC 29201

**INSTRUCTIONS/PURPOSE:** The Sponsor or the Sponsor's Engineer fills out the *Schedule for Construction* form to inform the State Revolving Fund (SRF) program of the construction schedule that the Sponsor is planning to follow for this project. Enter the requested project information and proposed dates for the indicated construction milestones.

**DHEC REVIEW AND RETENTION:** The SRF Section will review this form when it is submitted. The form will be kept in the Construction file for the named project and will be retained for three years following the final SRF disbursement to the project's Sponsor - per Retention Schedule 15795.