

ADDENDUM NO. 5
TO THE CONTRACT DOCUMENTS
for the construction of the
NAMPA WWTP PHASE I UPGRADES:
GROUP A—LIQUID STREAM UPGRADES

Date: March 13, 2015
Project No.: 480770

To All Planholders and/or Prospective Bidders:

The following changes, additions, and/or deletions are hereby made a part of the Contract Documents for the construction of the Nampa WWTP Phase I Upgrades: Group A—Liquid Stream Upgrades, dated December 2014, as fully and completely as if the same were fully set forth therein:

A. PART 2, CONTRACTING REQUIREMENTS

1. Section 00 64 00 SRF Specifications Inserts:
 - a. Form 6-A, DELETE in its entirety.
 - b. Form 6-B, DELETE in its entirety.
 - c. Form 6-C¹, REPLACE with attached.
 - d. Form 6-M², REPLACE with attached.
 - e. Form 6-O³, REPLACE with attached.
 - f. Form 6-P⁴, REPLACE with attached.
 - g. Form 6-T⁵, REPLACE with attached.
 - h. Form 6-U⁶, REPLACE with attached.
 - i. Form 6-V⁷, REPLACE with attached.

B. PART 3, SPECIFICATIONS

1. Section 01 29 00, Measurement and Payment:
 - a. Subparagraph 1.02.D.1, ADD the following sentence to the end of the paragraph “No time extension will be allowed for work in this allowance.”
 - b. Subparagraph 1.02.D.2, ADD a new subparagraph f.
“f. No time extension will be allowed for work in this allowance.”

- c. Subparagraph 1.02.D.3, ADD the following sentence to the end of the paragraph “No time extension will be allowed for work in this allowance.”
2. Section 40 20 00.10, PVC Pipe and Fitting Data Sheet:
 - a. CHANGE the Description for Pipe =>4"(BUR) to “Buried Pressure Pipe - AWWA C900, pressure class 165, DR 25”.
 - b. CHANGE the Description for Pipe =>4"(BUR) to “Buried Gravity Pipe - ASTM D3034 DR 35, except cell classification shall be 12454-B or 12454-C as defined in ASTM D1784”.
 3. Section 40 27 02, Process Valves and Operators, Supplement Electric Actuated Valve Schedule: ADD valve Tag Numbers “FV-3110” and “FV-3111”. For both valves, criteria are Valve Type V500; Actuator Power Supply 480/3; Valve Size (Inches) 30; Process Fluid TFSE; Maximum Operating Flow (gpm) 8000; Maximum Delta P (PSI) 10; Service OC; Travel Time (Seconds) 30 and no entry for Control Feature Modifications/Supplements.
 4. Section 40 91 00, Instrumentation and Control Components:
 - a. Subparagraph C.8.h.1, REVISE to read “Temporary: Required for all meters with remote transmitter.”
 - b. Subparagraph D.3.b.2, DELETE in its entirety.
 - c. Subparagraph 2.04.D.2.f.1, REVISE to read “Flow Element: Minus 50 degrees F to plus 250 degrees F, unless otherwise noted.”
 5. Section 44 42.56.03, Vertical Turbine Solids Handling Pumps, Data Sheet for Pumps 3401PEPU1, 3402PEPU2 and 3403PEPU3: CHANGE Line 2 under Manufacturers and Products to “Flowserve 20MVX or 24 MVX”.

C. DRAWINGS

1. Drawing 050-D-501⁸: ADD drawing in its entirety.

D. SUPPLEMENTARY INFORMATION

1. Section Record Drawings of Existing Facilities: ADD 1979 Nampa WWTP Contract 4 Sheets 85, 86, 87, and 88⁹ after Sheet 73 from the Contract 4 Drawings which is already in Volume 6.
2. Section Record Drawings of Existing Facilities: ADD Sheet 125¹⁰ from the 1979 Nampa WWTP Contract 4 Drawings after Sheet 96 from these Contract 4 drawings which is already in Volume 6. Note that the new 42" PE

pipes shown on this Sheet 125 were specified as reinforced concrete pipe in the 1979 Documents. Also note that this sheet shows the structure to be demolished as shown on Drawing 050-D-108 Note 5, and that this sheet shows the two 42" pipes to be connected after the structure is demolished as shown on Sheet 050-CY-108 Note 1.

3. ADD a new section with fly sheet at the end of the Volume titled "Existing Pump Data¹¹". To the new section ADD the Trickling Filter Effluent Pump Station ABS Submersible Pump information¹² attached to this Addendum.

E. OTHER INFORMATION

1. Bidders' Questions/Engineers Responses¹³: REFERENCE attached list of Bidders' question's (written) and the associated response from the Engineer.

All Bidders shall acknowledge receipt and acceptance of this Addendum No. 5 in the Bid Form or by submitting the Addendum with the bid package. Bid Forms submitted without acknowledgment or without this Addendum will be considered in nonconformance.

CH2M HILL

Project Manager

END OF ADDENDUM

¹ Form 6-C

² Form 6-M

³ Form 6-O

⁴ Form 6-P

⁵ Form 6-T

⁶ Form 6-U

⁷ Form 6-V

⁸ Drawing 050-D-501

⁹ 1979 Nampa WWTP Contract 4 Sheets 85, 86, 87, and 88

¹⁰ Sheet 125

¹¹ Existing Pump Data

¹² Trickling Filter Effluent Pump Station ABS Submersible Pump information

¹³ Bidders' Questions/Engineers Responses

Form 6-C
Idaho Clean Water State Revolving Fund (SRF)
Specifications Insert

A. GENERAL

The requirements contained herein apply to all costs incurred for which Idaho State Revolving Fund (SRF) monies are used for the payment of such work. In the event of conflict with other requirements contained elsewhere in these specifications, the requirements contained herein shall control.

These requirements are in addition to those set forth in Form 6-G, Requirements for Disadvantaged Business Enterprise Utilization and Equal Employment Opportunity.

All applicable federal, state, and local laws shall be complied with during bidding and construction. The contractor is responsible for its own and its employees' acts or omissions under the laws and the contract; the contractor and its subcontractor are jointly and equally responsible for the acts and omissions of the subcontractor and its employees.

Copies of all documentation required in Chapter 6 of this Handbook shall be kept by the Loan Recipient, who shall maintain the records until three years of loan repayments will have occurred.

For contract that are only for materials/supplies, the following specification inserts apply: Chapter 6, forms D, E, F, G, H, O, P, Q, R, T, U, V, X, and Y.

B. COMPLIANCE WITH STATE AND LOCAL LAWS

The construction of the project, including the letting of subcontracts in connection herewith, shall conform to the applicable requirements of state and local laws and ordinances to the extent that such requirements do not conflict with federal laws and regulations.

C. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION

Where construction consists of replacement or modification to any existing collection line, pumping facility or waste water treatment works, the contractor shall provide for the maintenance of the works' conveyance of waste water and its existing level of treatment at all times during construction, unless otherwise specified within these specifications.

D. ACCESS

The contractor shall provide for access to all sites of contract work for representatives of the Environmental Protection Agency (EPA) and the state Department of Environmental Quality (DEQ).

E. BONDING REQUIREMENTS

For construction or facility improvement contracts exceeding \$100,000, the minimum requirements shall be as follows:

1. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
2. Performance bond: a performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
3. Payment bond: a payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

F. INSURANCE

The contractor shall obtain such construction insurance (e.g., fire and extended coverage, workers' compensation, public liability, property damage, and "all risk" builder's risk) as is customary and appropriate unless identified more specifically elsewhere in these specifications.

G. SAFETY

Contractors are solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.

H. PROJECT SIGN

The contractor may furnish and install a sign for identification of this project. The sign should be constructed in accordance with the sample shown in Form 6-E, Project Sign. If the contractor wants to use its logo, or provide additional information, it should be shown on a separate sign, which may be attached to the project sign.

I. MODEL CONTRACT CLAUSES

As appropriate, the municipality shall include the following Model Contract Clauses, or their equivalent, in each contract.

1. SUPERSESSION

The recipient and the contractor agree that this and the following clauses apply to that work eligible for State Revolving Fund (SRF) assistance to be performed under this contract and that these clauses supersede any conflicting provisions of this contract.

2. PRIVACY OF CONTRACT CLAUSE

This contract is expected to be funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to this contract or any lower tier contract.

3. AUDIT ACCESS TO RECORDS

- a) The contractor (the person or entity under contract with the loan recipient to perform the work partially or fully paid for with State Revolving Funds) shall maintain books, records, documents, and other evidence directly pertinent to performance on SRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ regulations in effect on the date of execution of this contract. The contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated contracts or change orders and a copy of the cost summary submitted to the recipient. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the recipient, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The contractor will provide proper facilities for such access and inspection.
- b) If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
- c) Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.
- d) The contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
- e) Records under paragraphs (a) and (b) above shall be maintained by the contractor during performance on DEQ assisted work under this contract and for three years after the recipient makes final payment to the contractor and all other pending matters are closed.
- f) Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
- g) This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
 - (1) To the extent the records pertain directly to contract performance;
 - (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or
 - (3) If the contract is terminated for default or for convenience.

4. COVENANT AGAINST CONTINGENT FEES

The contractor assures that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purposes of securing business. For breach or violation of this assurance, the recipient shall have the right to annul this agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

5. GRATUITIES

- a) If the recipient finds after a notice and hearing that the contractor or any of the contractor's agents or representatives offered or gave gratuities (in the form of entertainment, gifts or otherwise) to any official, employee or agent of the recipient, DEQ or EPA in an attempt to secure a contract or favorable treatment in awarding, amending or making any determinations related to the performance of this contract, the recipient may, by written notice to the contractor, terminate this contract. The recipient may also pursue other rights and remedies that the law or this contract provides.
- b) In the event this contract is terminated as provided in paragraph (a), the recipient may pursue the same remedies against the contractor as it could pursue in the event of a breach of the contract by the contractor, and as a penalty, in addition to any other damages to which it may be entitled by law, be entitled to exemplary damages in an amount which shall be not less than three nor more than ten times the costs the contractor incurs in providing any such gratuities to any such officer or employee.

6. CONTRACTS FOR PROFESSIONAL SERVICES

- a) The following clause applies only to contracts for services.
 - (1) The contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the contractor under this contract. If the contract involves environmental measurements or data generation, the contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that contractor's designs, drawings, specifications, reports and other services.
 - (2) The contractor shall perform the professional services necessary to accomplish the work specified in this contract in accordance with this contract and applicable DEQ requirements in effect on the date of execution of the assistance agreement for this project.
 - (3) The owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the contractor of responsibility for the technical adequacy of his work. Neither the owner's nor DEQ's

review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under this agreement or of any cause for action arising out of the performance of this contract.

- (4) The contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the owner or DEQ caused by the contractor's negligent performance of any of the services furnished under this contract, except for errors, omissions or other deficiencies to the extent attributable to the owner, owner-furnished data or third party. The contractor shall not be responsible for any time delays in the project caused by circumstances beyond the contractor's control.
- (5) The contractor's obligations under this clause are in addition to the contractor's other express or implied assurances under this contract or state law and in no way diminish any other rights that the owner may have against the contractor for faulty materials, equipment or work.

7. ANTI- LOBBYING ACT

The contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. Form 6-D, Certification of Compliance with Anti-Lobbying Act, must be signed by all contractors entering into contracts of \$100,000 or greater.

8. 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.

9. 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.

10. CONTRACT TERMINATION: DEPARTMENT

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.

11. WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6)—GOVERNMENT ENTITIES

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 in this section (12) 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 12.c(1)(c)(ii)(a), below and for compliance as described in Section 12.e.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Section 13 of this form 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 13.c(1)(c)(ii)(a), below and for compliance as described in Section 13.e.

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

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Idaho DEQ's Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from U.S. Department of Labor's (DOL) web site at <http://www.dol.gov/whd/>

a) Applicability of the DB prevailing wage requirements.

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

b) Obtaining Wage Determinations.

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

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

(b) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination

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

- (2) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (3) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (4) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

c) Contract and Subcontract provisions.

- (1) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:
 - (a) 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 DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (iv) of this section (below); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 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 c(1)(a)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL's web site, www.dol.gov.

(ii)

- (a) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every

additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the DOL, 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 DB 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 Idaho DEQ 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.

(c) 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 DB 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 DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State

or EPA if requested by EPA , the State, the contractor, or the Wage and Hour Division of the OL for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) 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;
 - (iii) 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 (b) directly above.
- (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 c(1)(c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, 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.

(d) 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 DOL, 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 DOL, 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (i) 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 DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.

- (j) 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 DB 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 DB 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.
- d) Contract Provision for Contracts in Excess of \$100,000.
 - (1) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a), (b), (c), and (d) 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 c, above or 29 CFR § 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (a) 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.
 - (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(a) of this section (above) 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 (1)(a) 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 (1)(a) of this section.
 - (c) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the DOL, 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) directly above.

- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(a) through (d) 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 (1)(a) through (d) of this section.
 - (2) In addition to the clauses contained in Item c, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- e) Compliance Verification
- (1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR § 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available online.
 - (2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB.

Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."
 - (3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if

practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- (4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL 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 e(2) and (3) above.
- (5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/contacts/whd/america2.htm>.

12. WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6)— NONGOVERNMENTAL ENTITIES

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 Section 12, above (wage rate requirements for government entities), 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 12.c(1)(c)(ii)(a), above and for compliance as described in 12.e.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in this Section (13), 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 13.c(1)(c)(ii)(a), below and for compliance as described in Section 13.e.

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

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

guidance. If a State recipient needs guidance, the recipient may contact Idaho DEQ's Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

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

a. Applicability of the DB prevailing wage requirements.

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

b. Obtaining Wage Determinations.

(1) Subrecipients must obtain proposed wage determinations for specific localities at www.wdol.gov. After the Subrecipient obtains its proposed wage determination, it must submit the wage determination to Tim Wendland at tim.wendland@deq.idaho.gov or at 208-373-0439 for approval prior to inserting the wage determination into a solicitation, contract or issuing task orders, work assignments or similar instruments to existing contractors (ordering instruments unless subsequently directed otherwise by the State recipient Award Official).

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

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

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

a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

- (3) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.
- (4) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- (5) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

c. Contract and Subcontract provisions.

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

(a) 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 DB Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of

paragraph (iv) of this section (below); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 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 c(1)(a)(ii) of this section) and the DB poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

Subrecipients may obtain wage determinations from the DOL's web site, www.dol.gov.

(ii)

- (a) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (ii) The classification is utilized in the area by the construction industry; and
 - (ii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, DOL, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

(c) 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 DB 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 DB Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)

- (a) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR § 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the DOL for purposes of an investigation or audit of compliance

with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

- (b) Each payroll submitted shall be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
 - (i) That the payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
 - (ii) 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;
 - (iii) 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 (b) directly above.
- (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 c(1)(c)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the DOL, 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.
- (d) 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 DOL, 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 DOL, 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.
- (e) 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.
- (f) 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.
- (g) 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.
- (h) Compliance with DB and Related Act requirements. All rulings and interpretations of the DB and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (i) 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 DOL set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the DOL, or the employees or their representatives.
- (j) 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.

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

(1) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a), (b), (c), and (d) 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 c, above or 29 CFR § 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

- (a) 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.
- (b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1)(a) of this section (above) 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 (1)(a) 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 (1)(a) of this section.
- (c) Withholding for unpaid wages and liquidated damages. The subrecipient shall upon the request of the EPA Award Official or an authorized representative of the DOL, 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) directly above.

- (d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1)(a) through (d) 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 (1)(a) through (d) of this section.
- (2) In addition to the clauses contained in Item c, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR § 5.1, the subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the DOL, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
- e. Compliance Verification
- (1) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR § 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available online.
- (2) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence."
- (3) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during

the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

- (4) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the DOL 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 e(2) and (3) above.
- (5) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.

J. REQUIRED CONTRACT CLAUSE

The municipality shall include the following clause in each contract as required by 40 CFR 33, Appendix A:

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

K. MISC. DAVIS BACON

1. It is important for the actual wage determination(s) to be physically included in the bid specifications/contract. Contractors need to see the minimum wages they will be required to pay while they develop their cost estimates for work to be performed.
2. As of July 2012, the website to locate current wage determinations is <http://www.wdol.gov/dba.aspx#0>.
3. *All* contracts and subcontracts must include model clause 11 or 12 from section I of this form (verbatim, in their entirety).
4. The default wage category is "heavy." If another category of work is performed that exceeds 10% of the total project cost or exceeds \$1 million, then the project labor costs must use the additional wage category/ies (i.e., roads, buildings, residential). Additionally, the additional category/ies labor costs will be supported with documentation.

L. SUSPENDED AND DEBARRED

The contractor agrees to comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is \$25,000 or greater) with excluded persons. The contractor or

subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at www.sam.gov.

To be Submitted by Successful Bidder to Borrower
Prior to Notice to Proceed

Form 6-M
Equal Employment Opportunity Standard Form 100

INSTRUCTIONS

Each construction and non-construction contractor and subcontractor who has (1) 50 or more employees and (2) signs a contract, subcontract, or purchase order amounting to \$50,000 or more, shall complete and submit the online Standard Form 100 (EEO-1) to the Joint Reporting Committee within 30 days after the award of such a contract or purchase order, unless such person has submitted such a report within 12 months preceding the date of award. Subsequent reports shall be submitted annually on or before the 30th day of September.

Failure to file timely, complete, and accurate reports as required constitutes non-compliance with contractors' or subcontractors' obligations under Executive Order 11246, as amended, and is grounds for the imposition of sanctions authorized by Executive Order 11246 and other rules and regulations issued pursuant thereto.

EEO Contact Information:

EEO-1 Joint Reporting Committee
P.O. Box 19100
Washington, D.C. 20036-9100
(866) 286-6440
[Email: el.techassistance@eeoc.gov](mailto:el.techassistance@eeoc.gov)

Note: This form can only be completed online.

- Joint Reporting Committee
- Equal Employment Opportunity Commission
- Office of Federal Contract Compliance Programs (Labor)

EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT EEO-1

Standard Form 100
REV. 01/2006

O.M.B. No. 2048-0087
EXPIRES 01/2009
100-214

Section A—TYPE OF REPORT

Refer to instructions for number and types of reports to be filed.

1. Indicate by marking in the appropriate box the type of reporting unit for which a copy of this form is submitted (MARK ONLY ONE BOX).

(1) Single-establishment Employer Report

(2) Multi-establishment Employer Report

(3) Consolidated Report (Required)

(4) Headquarters Unit Report (Required)

(5) Individual Establishment Report (submit one for each establishment with 50 or more employees)

(6) Special Report

2. Total number of reports being filed by this company (Answer only Consolidated Report only)

Section B—COMPANY IDENTIFICATION (To be answered by all employers)

1. Parent Company

a. Name of parent company (owns or controls establishment in item 2) omit if same as label

Address (Number and street)

City or town

State

ZIP code

2. Establishment this report is filed. (Omit if same as label)

a. Name of establishment

Address (Number and street)

City or Town

County

State

ZIP code

b. Employer Identification No. (IRS 9-DIGIT TAX NUMBER)

c. Was an EEO-1 report filed for this establishment last year? Yes No

Section C—EMPLOYERS WHO ARE REQUIRED TO FILE (To be answered by all employers)

Yes No

1. Does the entire company have at least 100 employees in the payroll period for which you are reporting?

Yes No

2. Is your company affiliated through common ownership and/or centralized management with other entities in an enterprise with a total employment of 100 or more?

Yes No

3. Does the company or any of its establishments (a) have 50 or more employees AND (b) is not exempt as provided by 41 CFR 60-1.5, AND either (1) is a prime government contractor or first-tier subcontractor, and has a contract, subcontract, or purchase order amounting to \$50,000 or more, or (2) serves as a depository of Government funds in any amount or is a financial institution which is an issuing and paying agent for U.S. Savings Bonds and Savings Notes?

If the response to question C-3 is yes, please enter your Dun and Bradstreet identification number (if you have one):

NOTE: If the answer is yes to questions 1, 2, or 3, complete the entire form, otherwise skip to Section G.

Section D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent full- and part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros.

Job Categories	Number of Employees (Report employees in only one category)														Total Col A - N
	Race/Ethnicity Not-													Hispanic or Latino	
	Male						Female								
	Hispanic or Latino	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races	White	Black or African American	Native Hawaiian or Other Pacific Islander	Asian	American Indian or Alaska Native	Two or more races		
	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
Executive/Senior Level Officials and Managers 1.1															
First/Mid-Level Officials and Managers 1.2															
Professionals 2															
Technicians 3															
Sales Workers 4															
Administrative Support Workers 5															
Craft Workers 6															
Operatives 7															
Laborers and Helpers 8															
Service Workers 9															
TOTAL 10															
PREVIOUS YEAR TOTAL 11															

1. Date(s) of payroll period used: _____ (Omit on the Consolidated Report.)

To be Submitted Annually by the Loan Recipient

**Form 6-O
DBE (MBE/WBE) Utilization Under
State of Idaho State Revolving Fund (SRF)**

SRF Loan Number

1. Federal Fiscal Year

2. Financial Assistance Agency
Idaho Department of Environmental Quality
1410 North Hilton
Boise, ID 83706
Attention: DBE Reporting (Grants & Loans Program)

3. Reporting Recipient Name

Street Address

City, State, ZIP

3a. Reporting Contact

3b. Phone

E-mail

DBE Procurement Accomplished this Period

4. MBE (\$) 4a. WBE (\$) 4b. Total Procurement this Period

5. DBE Procurement Made During Reporting Quarter (use additional sheet if more space is needed):

<u>Business Enterprise</u> Minority Women	<u>Enterprise</u> Women	Dollar Value and Type of Procurements	Date of Award	Name/Address of DBE Contractor or Vendor
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> Construction <input type="checkbox"/> Services <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> Construction <input type="checkbox"/> Services <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/>	<input type="text"/>	<input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="text"/> Construction <input type="checkbox"/> Services <input type="checkbox"/> Equipment <input type="checkbox"/> Supplies <input type="checkbox"/>	<input type="text"/>	<input type="text"/>

- Construction
- Services
- Equipment
- Supplies

- Construction
- Services
- Equipment
- Supplies

6. Name of Authorized Representative

7. Title

8. Signature of Authorized Representative

9. Date

**INSTRUCTIONS: DBE UTILIZATION UNDER STATE OF IDAHO STATE
REVOLVING FUND****A. General Information**

Recipients are required to report to DEQ within one month following the end of each federal fiscal year (i.e., October 31) during which any procurement is actually executed under this assistance agreement. Reports are required annually.

B. Definitions

A *minority business enterprise* (MBE) is a business (1) that is at least 51% owned by one or more minority individuals, or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more minority individuals; *and* (2) whose daily business operations are managed and directed by one or more of the minority owners.

A *women's business enterprise* (WBE) is a business (1) that is at least 51% owned by one or more women, or, in the case of a publicly owned business, at least 51% of the stock is owned by one or more women; *and* (2) whose daily business operations are managed and directed by one or more of the women owners.

Business firms that are at least 51% owned by minorities or women, but are in fact managed and operated by non-minority individuals or men do not qualify for meeting DBE procurement goals.

In order for a firm to be counted for this report, the firm must display proof of qualification (e.g., be listed in the current Disadvantaged Business Enterprise Directory, published by the Idaho Transportation Department).

C. Instructions

Item 1. To be filled in by DEQ representative.

Items 3, 3a, 3b. Identify the organization receiving the financial assistance and the person to contact concerning this report.

Items 4, 4a, 4b. Include the dollar amount of MBE, WBE, and total contracts awarded under this assistance agreement this period.

Item 5. For each DBE procurement made under this assistance agreement during the reporting period, provide the following information:

- a) Check either MBE or WBE.
- b) Include the dollar value of procurement.
- c) Indicate the type of procurement (i.e., construction, services, equipment, or supplies)
- d) Include the date of the award, shown as month, day, year.
- e) Include the name and address of each MBE/WBE firm.

Items 6 and 7. Include the name and title of the official administrator or designated reporting official.

Item 8. If filling out this form in hard copy, the submitter needs to sign it. If filling out the form electronically, a signature is not required as the e-mail will serve as the signature.

Item 9. Include the month, day, and year that the report is submitted.

To be Submitted by Successful Bidder
to the Idaho State Tax Commission
within 30 days of Bid Award

Form 6-P
Public Works Contract Report Form

Print and fill out the following form and return it to
Idaho State Tax Commission, P.O. Box 36, Boise, ID 83722-2210.

For additional information, call (208) 334-7691.

WH-5

State Tax Commission

Ref. No.	Code No.
----------	----------

PUBLIC WORKS CONTRACT REPORT

This space for state use only.

Sections 54-1904a and 63-3624(g), Idaho Code, require all Public Works Contracts to be reported to the State Tax Commission.

Contract awarded to (contractor's name and home address)

Contract awarded to (contractor's name and home address)

State of Incorporation	Federal employee number	Date qualified to do business in Idaho (Section 30-501, I.C.)
------------------------	-------------------------	---

Business operates as:	<input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Partnership	Public Works contractor license number
-----------------------	---	--

Sole proprietor's social security number	Sales/Use tax permit number	Withholding tax permit number
--	-----------------------------	-------------------------------

Project number (if any)	Amount of contract : \$
-------------------------	-------------------------

Description and location of work to be performed

Scheduled project start date: _____ and completion date: _____
If the following information is not available at this time, please indicate when it will be. _____

This form must be filed with the State Tax Commission within 30 days after a contract is awarded.

ALL SUBCONTRACTORS

Name	State of Incorporation	Federal employee number
------	------------------------	-------------------------

Address	Date business qualified to do business in Idaho	Public works contractor number
---------	---	--------------------------------

City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	Amount of subcontract \$
------------------	--	--	-----------------------------

Description of work

Name	State of Incorporation	Federal employee number
------	------------------------	-------------------------

Address	Date business qualified to do business in Idaho	Public works contractor number
---------	---	--------------------------------

City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	<input type="checkbox"/> Sole Proprietorship	Amount of subcontract \$
------------------	--	--	-----------------------------

Description of work

Name	State of Incorporation	Federal employee number
------	------------------------	-------------------------

Address	Date business qualified to do business in Idaho	Public works contractor number
City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
Description of work		

ALL SUBCONTRACTORS (Continued)

Name	State of Incorporation	Federal employee number
Address	Date business qualified to do business in Idaho	Public works contractor number
City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
Description of work		

Name	State of Incorporation	Federal employee number
Address	Date business qualified to do business in Idaho	Public works contractor number
City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
Description of work		

Name	State of Incorporation	Federal employee number
Address	Date business qualified to do business in Idaho	Public works contractor number
City, State, Zip	Business operates as: <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	Amount of subcontract \$
Description of work		

SUPPLIERS

Use the space below to report: Major suppliers of materials and supplies: items removed from inventory; equipment purchased, rented or leased for use in project; materials provided by government agency. Please indicate how sales or use tax was paid.

Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.
Materials and equipment purchased and used:		Total value \$	
Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.
Materials and equipment purchased and used:		Total value \$	
Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.
Materials and equipment purchased and used:		Total value \$	
Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.
Materials and equipment purchased and used:		Total value \$	

Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.	
Materials and equipment purchased and used:		Total value \$		
Name	Address	Phone number	<input type="checkbox"/> Tax paid to supplier. <input type="checkbox"/> Tax paid to state* <input type="checkbox"/> No tax paid.	
Materials and equipment purchased and used:		Total value \$		
<p>* If tax was not paid to suppliers, but WAS or WILL BE reported as "Items Subject to Use Tax" under your permit number, indicate period of return on which payment WAS or WILL BE reported: _____ If tax was remitted to a state other than Idaho, name state next to "Total value" box(es) above. If tax is due and has not previously been reported, attach payment to this form.</p>				
SIGN HERE	Authorized signature	Print name	Phone number	Date
File with the Idaho State Tax Commission, P.O. Box 36, Boise, Idaho 83722-2210 - For additional information call (208) 334-7691				

May be Submitted to DEQ State Office* by DBE Subcontractor
 Upon Project Completion



**Environmental
 Protection Agency**

FORM 6-T
Disadvantaged Business Enterprise Program DBE
Subcontractor Participation Form

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

Name of Subcontractor²

Project Name

Address

Bid/Proposal/Contract No.

Telephone Number

Email

Prime Contractor Name

Please use the space below to report any concerns regarding the above EPA-funded project (e.g., reason for termination by prime contractor, late payment, etc.).

Contract Item No.	Item of Work or Description of Services Received from the Prime Contractor	Amount Subcontractor was Paid by Prime Contractor

Contract Item No.	Item of Work or Description of Services Received from the Prime Contractor	Amount Subcontractor was Paid by Prime Contractor

 Subcontractor Signature

Title/Date

 Print Name

* State Office Address: DEQ Grants and Loans Program, DBE Coordinator
1410 N. Hilton, Boise, ID, 83706

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

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

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

EPA FORM 6 100-2 (DBE Subcontractor Participation Form)

Submitted to DEQ State Office* by Successful Bidder Prior to Notice to Proceed



**Environmental
Protection Agency**

**FORM 6-U
Disadvantaged Business Enterprise Program DBE
Subcontractor Performance Form**

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

Name of Subcontractor

Project Name

Address

Bid/Proposal/Contract No.

Name of Subcontractor

Email Address

Prime Contractor Name

Contract Item No.	Item of Work or Description of Services Bid to Prime	Price of Work Submitted to Prime Contractor

DBE Certified by: DOT SBA Other

Meets/exceeds EPA certification standards?: Yes No Unknown

Signature of Prime Contractor

Title

Print Name _____ Date _____

Signature of Subcontractor _____ Title _____

Print Name _____ Date _____

* State Office Address: DEQ Grants and Loans Program, DBE Coordinator
1410 N. Hilton, Boise, ID, 83706

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

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

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

Submitted to DEQ State Office* by Successful Bidder Prior to Notice to Proceed



**Environmental
Protection Agency**

FORM 6-V

Disadvantaged Business Enterprise Program DBE¹ Subcontractor Utilization Form

Bid/Proposal/Contract No.

Project Name

Name of Prime Bidder/Proposer

E-mail Address

Address

Telephone No.

Fax No.

The following subcontractors² will be used on this project:

Company Name, Address, Phone Number, and E-Mail Address	Type of Work to be Performed (e.g., construction, services, supplies)	Estimated Dollar Amount	Currently Certified as a Disadvantaged Business Enterprise?

I certify under penalty of perjury that the forgoing statements are true and correct. In the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302(c).

Signature of Prime Contractor

Print Name

Title/Date

* State Office Address: DEQ Grants and Loans Program, DBE Coordinator
1410 N. Hilton, Boise, ID, 83706

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

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

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EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

ELECTRICAL DEMOLITION NOTES:

- E1. DE-ENERGIZE AND DISCONNECT EQUIPMENT. REMOVE EXPOSED CONDUIT TO 1" ABOVE CONCRETE OR 12" BELOW GRADE AND CAP. REMOVE ELECTRICAL CONDUCTORS BACK TO SERVING ELECTRICAL EQUIPMENT IN TRICKLING FILTER ELECTRICAL BUILDING.

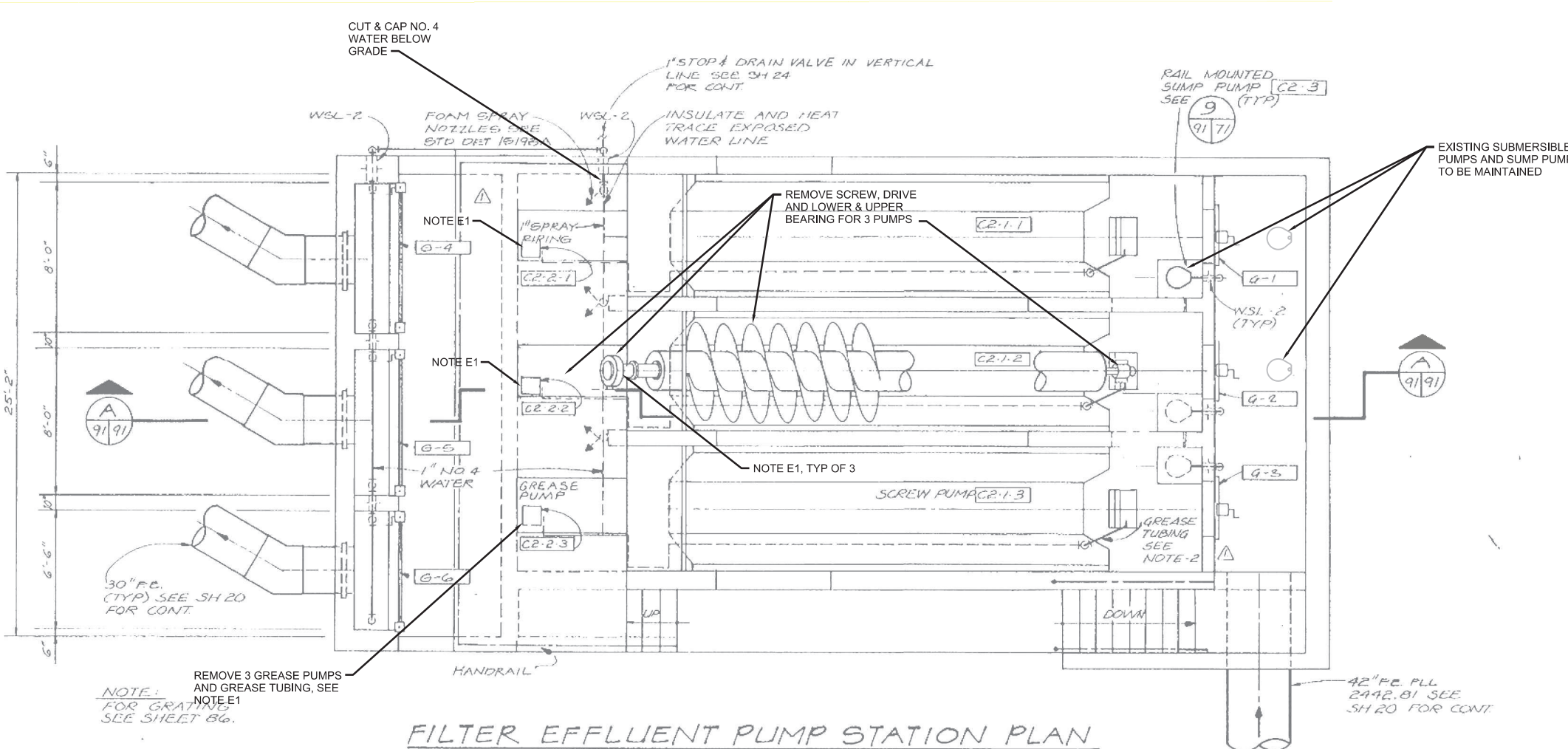


NO.	DATE	DR	CHK	REVISION	BY	APVD

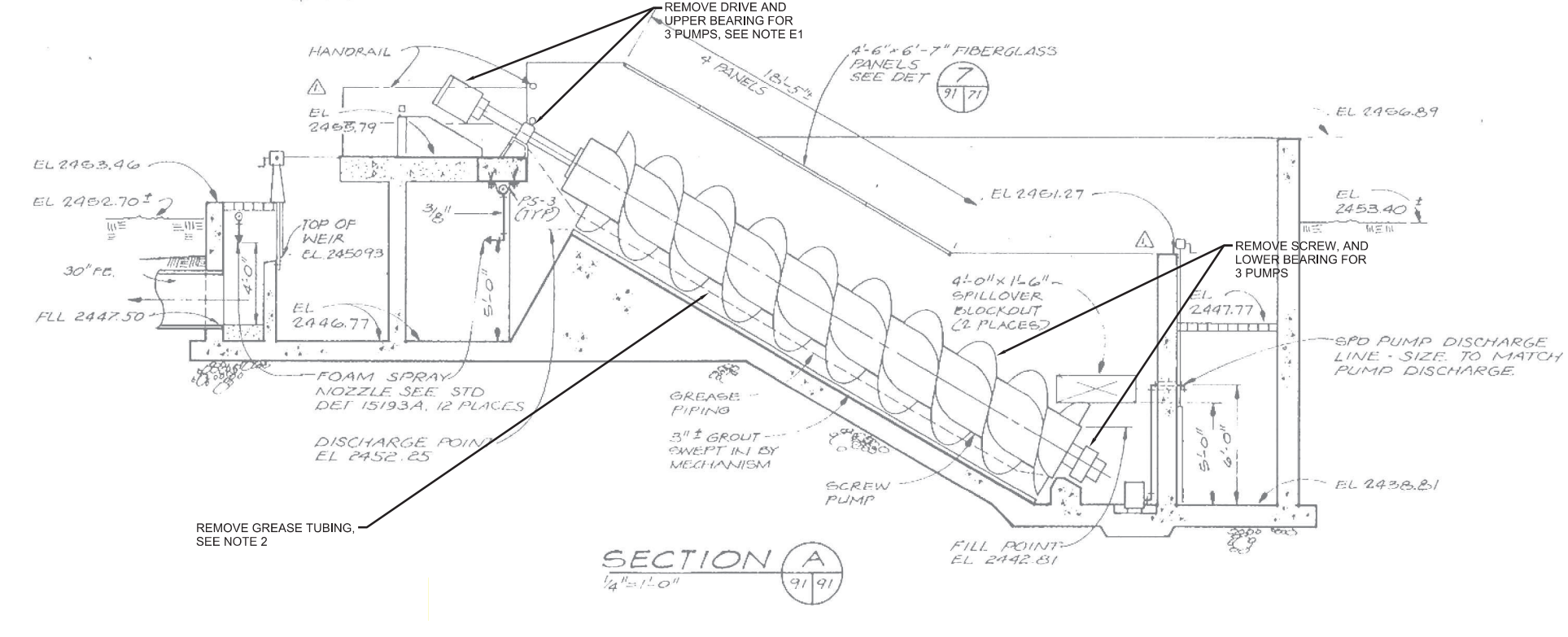
NAMPA WWTP PHASE 1 UPGRADES
 PROJECT GROUP A
 CITY OF NAMPA
 NAMPA, IDAHO

CH2MHILL
 CIVIL
FILTER EFFLUENT DEMOLITION PLAN

AS NOTED
VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
DATE: DECEMBER 2014
PROJ: 480770
DWG: 050-D-501
SHEET: of 157



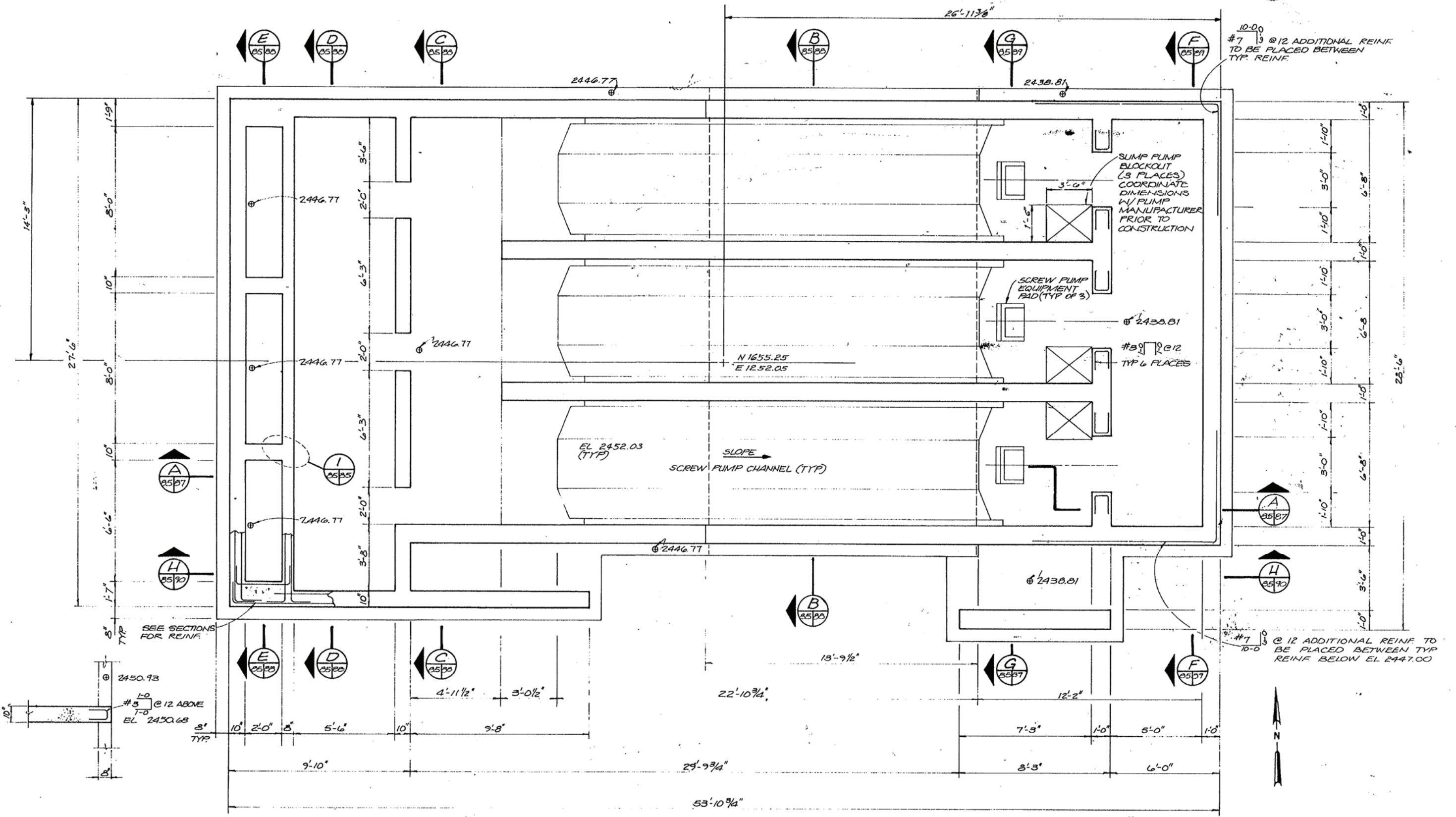
FILTER EFFLUENT PUMP STATION PLAN
 1/4" = 1'-0"



SECTION A-A
 1/4" = 1'-0"

NOTES:

- 1. DIMENSIONS AND EQUIPMENT PAD CONFIGURATIONS SHOWN ARE APPROXIMATE AND MAY VARY SIGNIFICANTLY DEPENDING ON THE EQUIPMENT FURNISHED. ALL FINAL DIMENSIONS INCLUDING THOSE NOT SHOWN, AND ANCHOR BOLT RECOMMENDATIONS SHALL BE DETERMINED BY THE SCREW PUMP MANUFACTURER AS APPROVED BY THE ENGINEER AND AS SPECIFIED.
- 2. GREASE TUBING IS TYPICAL FOR EACH SCREW PUMP. RUN TUBING IN 1 1/2" PVC CONDUIT EMBEDDED IN SCREW PUMP CHANNEL GROUT. CLAMP ALL EXPOSED TUBING TO CONCRETE AT EACH BEND AND ON 2'-0" CENTERS MAX. USE 3/8" SST BOLTS IN EXPANSION ANCHORS AND AN APPROVED U-TYPE SST CLAMP. INSTALL INSULATING BUSHINGS AT ALL GREASE TUBING CONNECTIONS TO LOWER BEARINGS. TUBING TO BE 3/8" MIN. COPPER OR SST. CHOOSE MATERIAL AND SIZE PER SCREW PUMP MANUFACTURER'S RECOMMENDATIONS.



DETAIL 1
0505

FOUNDATION PLAN
3/6" x 1'-0"

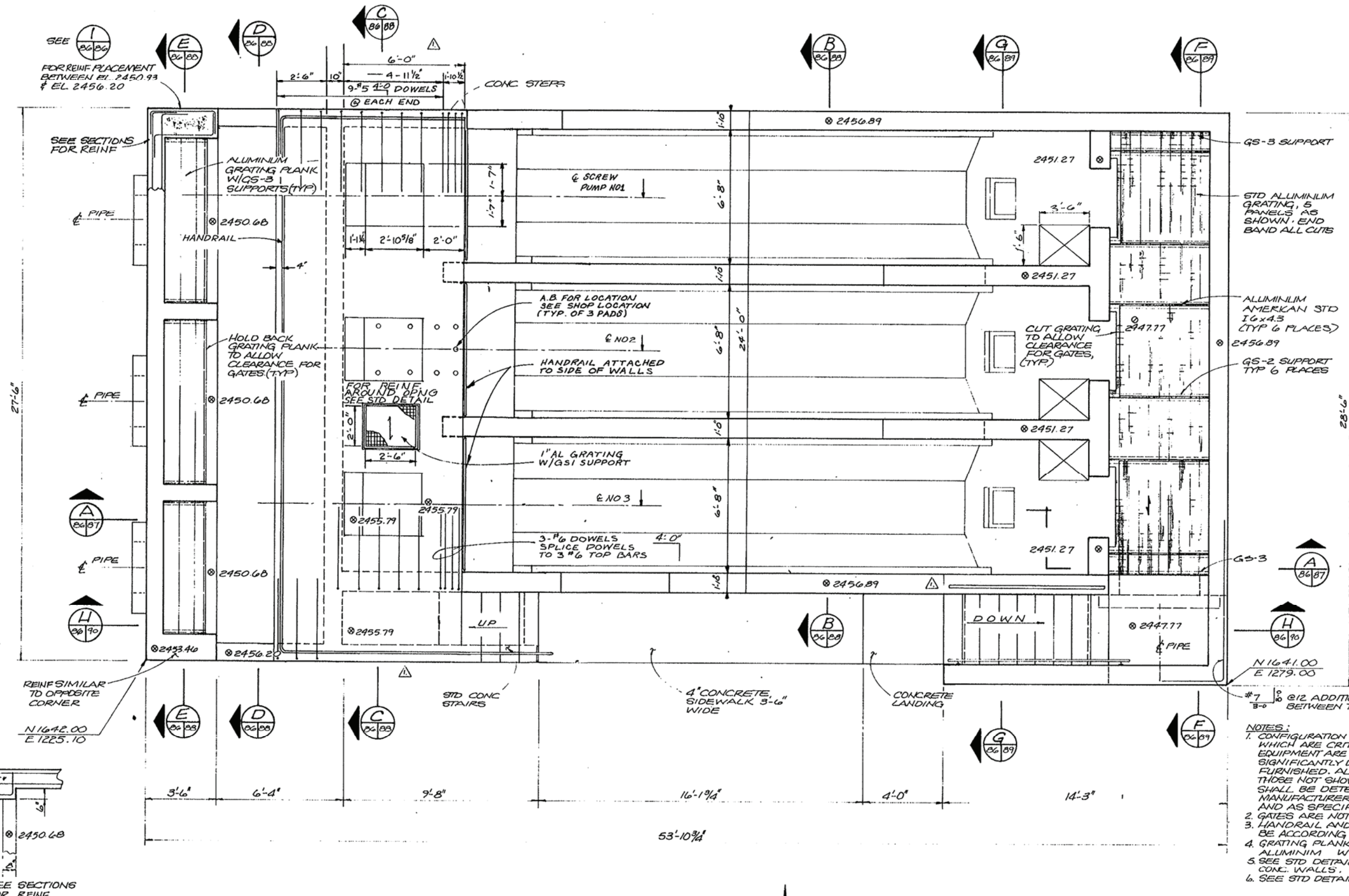


CH2M HILL	DES. MLHP	NO. DATE	11/81 RECORD DRAWING	BY APPD.	MLW LJB
	DR. FK				
	CHK. TRCG				
	APPD. LJB				

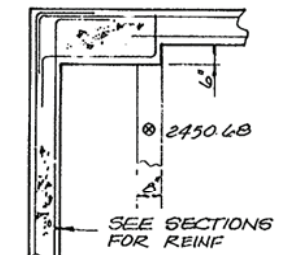
WASTEWATER TREATMENT PLANT
CITY OF NAMPA, IDAHO
CONTRACT 4

FILTER EFFLUENT PUMP STATION
FOUNDATION PLAN

SHEET	85
OF	
DATE	MAR. 1979
DWG. NO.	C9821.2B



- NOTES:
1. CONFIGURATION OF EQUIPMENT PADS & DIMENSIONS WHICH ARE CRITICAL TO PROPER INSTALLATION OF THE EQUIPMENT ARE APPROXIMATE AND MAY VARY SIGNIFICANTLY DEPENDING UPON THE EQUIPMENT FURNISHED. ALL FINAL DIMENSIONS, INCLUDING THOSE NOT SHOWN, AND ANCHOR BOLT RECOMMENDATIONS SHALL BE DETERMINED BY THE SCREW PUMP MANUFACTURER AS APPROVED BY THE ENGINEER AND AS SPECIFIED.
 2. GATES ARE NOT SHOWN SEE MECH DWGS.
 3. HANDRAIL AND POST CONNECTIONS TO CONC SHALL BE ACCORDING TO STD DETAIL (TYPE A)
 4. GRATING PLANKS SHALL BE INTER-LOCKING ALUMINUM WITH ANTI-SKID SURFACE
 5. SEE STD DETAILS FOR REINFORCING OPENINGS THRU CONC. WALLS.
 6. SEE STD DETAILS FOR REINFORCING CONC WALL PIPES.



PLAN
3/8" = 1'-0"



CH2M HILL	DES. MLHP	NO. 11/81	DATE	RECORD DRAWINGS	BY MLW	APPD. LJS
	DR. 4K					
	CHK. TRCG					
	APPD. LWB					

WASTEWATER TREATMENT PLANT
CITY OF NAMPA, IDAHO
CONTRACT 4

FILTER EFFLUENT PUMP STATION
FLOOR PLAN

SHEET 86
OF
DATE MAR. 1979
DWG. NO. C9821.2B

