Permit Guide for CWSRF and DWSRF Projects—Equivalency

SOUTH CAROLINA SRF STATE REVOLVING FUND

S.C. Department of Environmental Services

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

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

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

1. *Plans, Specifications, and Contract Documents:* Submit the permit application package, including the project manual (contract documents and technical specifications), plans, and calculations, via ePermitting for Clean Water, and by emailing the SRF project manager for Drinking Water.
2. *Mandatory Supplemental Conditions:* Contract documents must include the mandatory documents exactly as presented in Appendix A – Equivalency.
3. *Optional Format Contract Documents:* Contract documents must include, at a minimum, the documents listed in Appendix B. However, document formats may be a reasonable approximation of those appearing in Appendix B.
4. *Final Cost Estimate:* Detailed estimates of the planning and design costs, construction costs based on final design drawings, construction engineering/inspection costs, etc. must be submitted to the SRF project manager.
5. *Proposed Schedule for Construction:* The proposed *Schedule for Construction* (DES 3588) in Appendix C must be completed and submitted to the SRF project manager.

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

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

Reminders: For all loan projects, the project sponsor should start working with the Rural Infrastructure Authority (RIA) on the loan application when the permit application is submitted, if not before. Note that acquisition of all easements is required for a complete loan application. Contact RIA for more information.

More information? Contact your SCDES SRF project manager.

SC DEPARTMENT *of* ENVIRONMENTAL SERVICES

September 2026

APPENDIX A — EQUIVALENCY

Mandatory Supplemental Conditions

For The

South Carolina State Revolving Fund Program

September 2026

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

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

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~~EPA Form 6100-2 DBE Subcontractor ... Form~~
~~EPA Form 6100-3 DBE ... Form~~
~~EPA Form 6100-4 DBE ... Contractor Utilization Form~~

EPA 6100 forms are suspended as of 3/2016

DES 2556	Bidder's "American Iron and Steel" Certification
DES 3590	Certification Regarding Debarment, Suspension and Other Responsibility Matters
DES 3591	Prime Contractor's Subagreement Certification
DES 4360	Bidder's "Build America, Buy America" Certification

GENERAL INSTRUCTIONS

Submittal and Approval of DBE and EEO Documentation

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

(a) Disadvantaged business enterprises (DBEs) have the opportunity to participate in a fair share of the funds awarded for contracts and subcontracts for supplies, construction, equipment or services; and

(b) Discrimination in employment practices on the basis of age race, color, national origin, religion, gender, or disability (referred to as Equal Employment Opportunity) is prohibited.

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

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

1. **DBE Compliance Documentation** listed on page 9 to include a "Bidder's List" showing all bidders for any subcontracting opportunities. Documentation of DBE solicitation and results of such efforts must be submitted along with the following forms (See Attachment B) as part of the DBE package:

    - ***Prime Contractor's Subagreement Certification*** **(DES 3591)** - This form provides a list of all proposed subcontractors, both DBE firms and non-DBE firms. Each prime contractor must submit this form.

    - ~~***DBE Program Subcontractor Utilization Form*** **(EPA Form 6100-4)** - This form captures the prime contractor's intent to use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.~~

    - ~~**DBE Subcontractor Performance Form (EPA Form 6100-3)** - Each DBE subcontractor must submit this form which captures an intended DBE subcontractor's description of the work to be performed for the prime contractor and the price of the work submitted to the prime contractor.~~

EPA 6100 forms are suspended as of 3/2016

*The South Carolina Department of Environmental Services (SCDES) cannot authorize the Project Sponsor (Owner) to award the construction contract(s) until the project's "**good faith efforts**" (See page 7) are approved.*

2. ***Certification Regarding Debarment, Suspension and Other Responsibility Matters*** **(DES 3590)** (See Attachment B). Each prime contractor and any subcontractor whose contract amount is expected to equal or exceed $25,000 must submit this form.

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

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

1. **A copy of each DBE subcontract.**

2. **Weekly Certified Payrolls** for each prime contractor and all subcontractors. **Payrolls should be submitted weekly with little lag time to the Project Sponsor**. Project Sponsors must retain payroll records for three years from the completion of the project.

4. Notice of **changes, substitutions or additions to the approved list of subcontractors. Any changes must be reported immediately to SCDES's SRF Division and a revised DES 3591~~, and EPA 6100-4~~** must be submitted to the project's SRF Project Manager as soon as practical. (See also "Reporting Requirements During Construction" on page 10.) **Use of any unapproved subcontractor on the project may delay payment or result in costs associated with that subcontract declared ineligible for SRF assistance.**

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

[Project Manager Name Here], SRF Project Manager
State Revolving Fund Division
South Carolina Department of Environmental Services
2600 Bull Street
Columbia, South Carolina 29201

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

Objective

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

Policy

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

DBE Definitions

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

> Owned by socially disadvantaged individuals who have been subjected to racial or ethnic prejudice or cultural bias because of their identity as a member of a group without regard to their individual qualities;
>
> Owned by economically disadvantaged individuals whose ability to compete in the free enterprise system has been impaired due to diminished capital and credit opportunities, as compared to others in the same line of business who are not socially disadvantaged. An individual claiming disadvantaged status must have an initial and continued personal net worth of less than $750,000.

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

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

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

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

DBE Certification

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

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

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

DBE Requirements – "Six Good Faith Efforts"

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

(1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.

(2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, **posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date**.

(3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will involve dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.

(4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

(5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency (MBDA) of the U.S. Department of Commerce.

(6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

The prime contractor must employ the "Six Good Faith Efforts" for all subcontracts.

Solicitation of DBE Firms

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

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

Subcontractor's name with point of contact,

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

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

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

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

DBE Compliance Documentation

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

(1) A copy of the prime contractor's Bidder's List.

(2) Evidence of solicitation to *certified* prospective DBE firms, such as copies of solicitation letters/emails listing **specific scope/volume of work**, phone logs, fax confirmation sheets, printouts of online searches with results of said searches, etc. The prime contractor is strongly encouraged to follow-up each written, faxed or emailed solicitation with at least one logged phone call.

(3) Copies of letters or e-mails asking for assistance from the SBA, MBDA, the South Carolina Division of Small and Minority Business Contracting and Certification, or other agencies or organizations that provide procurement assistance to DBEs. **Note: As outlined in the "Good Faith Effort" Number 5 above, it is mandatory that prime contractors contact the SBA and the MBDA Business Center.**

(4) List by trade the names of *certified* DBE subcontractors solicited but not selected, including name, address, telephone number, contact person, date of contact, and outcome of contact, including dollar amount of quote.

(5) List any job-specific criteria that disqualified a certified DBE firm that submitted a low bid for a subcontract. Attach a copy of the disqualified bid or quote along with the bid or quote from the selected subcontractor for comparison.

(6) Proof of **DBE certification** from an acceptable source for each subcontractor listed as a MBE or WBE.

(7) SCDES form entitled *Prime Contractor's Subagreement Certification* (DES 3591) listing **all** proposed subcontractors, both DBE firms and non-DBE firms.

~~(8) EPA Form 6100-4 *DBE Subcontractor Utilization Form* lis~~ *EPA 6100 forms are suspended as of 3/2016* ~~E subcontractors.~~

(9) ~~Require all DBE subcontractors to complete EPA Form 6100-3, *DBE Subcontractor Performance Form* (See Attachment B) This form capt~~ *EPA 6100 forms are suspended as of 3/2016* ~~E subcontractor's description of work to be performed for th~~ ~~and the price of the work submitted to the prime contractor.~~

Reporting Requirements for Prime Contractors During Construction

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

EPA 6100 forms are suspended as of 3/2016

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

- ► ~~Provide EPA Form 6100-2, *DBE Subcontractor Participation Form*, to all DBE subcontractors. This form gives a DBE subcontractor the opportunity to report the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and other concerns the DBE subcontractor might have. DBE subcontractors may send completed copies of EPA Form 6100-2 directly to: EPA DBE Coordinator, EPA Region 4, 61 Forsyth Street SW, Atlanta, Georgia, 30303.~~

EPA 6100 forms are suspended as of 3/2016

SPECIAL NOTICE TO BIDDERS

Number 1: By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4(b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract. The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

Number 2: The successful bidder is required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in a contract using federal funds. In turn, prime contractors will require subcontractors whose contract amount is expected to equal or exceed $25,000 to also submit such certification using the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (DES 3590) (See Attachment B).

Number 3: Bonding requirements are as follows:

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

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

Number 4: The Project Sponsor and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CRF Part 30.

Number 5: Fire and Extended Coverage Insurance (Builder's Risk):

(a) The Contractor shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the Project Sponsor, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the Project Sponsor and the Contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.

(b) The Contractor shall provide the Project Sponsor with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Project Sponsor advance notice by registered mail.

(c) Cancellation and Re-Insurance: If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this Contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this Contract.

Number 6: Prohibition on Contracting with Entities Using Certain Telecommunications and Video Surveillance Services or Equipment

Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act (NDAA) for Fiscal Year 2019 (Pub. L. 115-232) prohibits federal funding, including funds provided by the federally-assisted SRF loan program, to (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system.. The provision is effective August 13, 2020. Debarment status can be checked on the System for Award Management (SAM) Website, sam.gov and search for exclusions on "covered telecommunications equipment or services".

Number 7: Domestic Preference

"Build America, Buy America" Act

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

(a) the Contractor has reviewed and understands the Build America, Buy America Requirements,

(b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, **unless a waiver of the requirements is approved** (see below), and

(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Project Sponsor or the SRF Program.

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

The proposed prime contractor(s) must certify BABA compliance using a *Bidder's Build America, Buy America Certification* (DES 4360).

BABA Waivers:
When applicable, Project Sponsors may apply for, and be granted, a waiver from the BABA requirements. If a BABA waiver has been granted for this project, a copy of the BABA waiver is included at the end of this section. **In the event a BABA waiver has been granted, the**

American Iron and Steel provisions will be in effect (see below). The Contractor must also submit a list of significant manufactured products or construction materials likely subject to the waiver within the scope of the project.

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

The Contractor acknowledges to and for the benefit of the Project Sponsor and the State Revolving Fund (SRF) Program that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Project Sponsor and the SRF Program that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,
(b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and
(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Project Sponsor or the SRF Program.

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

The proposed prime contractor(s) must certify American Iron and Steel compliance using a Bidder's American Iron and Steel Certification (DES 2556).

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

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

DAVIS-BACON LABOR STANDARDS

1. **Program Applicability**
    a. Program Name: Clean Water State Revolving Fund and Drinking Water State Revolving Fund
    b. Statute requiring compliance with Davis-Bacon: Section 602(b)(6) of the Clean Water Act and Section 1452(a)(5) of the Safe Drinking Water Act
    c. Activities subject to Davis-Bacon: Treatment works constructed in whole or in part with assistance made available by a state water pollution control revolving fund authorized under Title VI of the Clean Water Act. Any project for construction, alteration, or repair carried out in whole or part with assistance made available by the drinking water state revolving loan fund under Section 1452 of the Safe Drinking Water Act. This applies to all projects whether equivalency or not.
    d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).
2. **Davis-Bacon and Related Acts**
    Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:
    - Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of $2,000 or more
    - Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
    - Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of $100,000
3. **Recipient Responsibilities When Entering Into and Managing Contracts:**
    a. **Solicitation and Contract Requirements:**
        i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in 29 CFR 1.6 when soliciting bids and awarding contracts.
        ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:
        "By accepting this contract, the contractor acknowledges and

agrees to the terms provided in the DBRA Requirements for Contractors and Subcontractors Under EPA Grants."

b. **After Award of Contract:**
   i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in 29 CFR 5.5(a)(1)(iii).
   ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by 29 CFR 5.6.

4. **Recipient Responsibilities When Establishing and Managing Additional Subawards:**
   a. **Include DBRA Requirements in All Subawards (including Loans):** Include the following text on all subawards under this grant:
   "By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the DBRA Requirements for EPA Subrecipients."
   b. **Provide Oversight to Ensure Compliance with DBRA Provisions:** Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in 29 CFR 5.6.

The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see 29 CFR 5.1), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

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

Wage Rates are county specific and can be found at:

sam.gov

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

Attachment A — Contacts for Procurement of DBEs

South Carolina Division of Small and Minority Business Contracting and Certification
246 Stoneridge Dr., Ste. 250
Columbia, SC 29210
Telephone: (803) 734-5044 or (803) 734-5010
Website: smbcc.sc.gov

South Carolina Commission for Minority Affairs
Small and Minority Business Division
293 Greystone Blvd
Columbia, SC 29210
Telephone: (803) 333-9621
Website: cma.sc.gov/small-and-minority-business-division

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

U.S. Small Business Administration
Website: www.sba.gov

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

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

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

Minority Business Development Agency (MBDA)
United States Department of Commerce Website:
www.mbda.gov

ATTACHMENT B — FORMS

Forms are located at des.sc.gov/SRFforms

Form Number	Form Title	BABA Waiver Granted	No BABA Waiver
~~EPA 6100-2~~	~~Subcontractor Participation Form~~	~~X~~	~~X~~
~~EPA 6100-3~~	~~Subcontractor Participation Form~~	~~X~~	~~X~~
~~EPA 6100-4~~	~~DBE Program Subcontractor Utilization Form~~	~~X~~	~~X~~
D-2556	Bidder's American Iron and Steel Certification	X	
D-3590	Certification Regarding Debarment, Suspension, and Other Responsibility Matters	X	X
D-3591	Prime Contractor's Subagreement Certification	X	X
D-4360	Bidder's "Build America, Buy America" Certification		X

EPA 6100 forms are suspended as of 3/2016

APPENDIX B

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

{Total of 18 pages including this page}

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

BID BOND

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

Signed, this _____ day of _____, 20_____.

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

_____

NOW, THEREFORE,

If said BID shall be rejected, or

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

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

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

_____

(L.S.) Principal

_____

Surety

By: _____

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENT: that

_____

(Name of Contractor)

_____

(Address of Contractor)

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

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Owner)

_____

(Address of Owner)

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

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

_____

_____

_____

_____

_____

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

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

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

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

ATTEST:

_____ _____
(Principal Secretary) (Principal)

BY_____

(SEAL)

_____
(Address)

_____ _____
Witness to Principal

_____
(Address)

_____

ATTEST:

_____ _____
(Surety Secretary) Surety

BY_____
Attorney-in-fact

(SEAL)

_____
(Address)

_____ _____
Witness to Surety

_____
(Address)

_____

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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENT: that

_____

(Name of Contractor)

_____

(Address of Contractor)

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

_____

(Name of Surety)

_____

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

_____

(Name of Owner)

_____

(Address of Owner)

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

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

_____

_____

_____

_____

_____

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

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

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

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

ATTEST:

_____ _____
(Principal Secretary) (Principal)

BY_____

(SEAL)

_____
(Address)

_____ _____
Witness to Principal

_____
(Address)

_____

ATTEST:

_____ _____
(Surety Secretary) Surety

BY_____
Attorney-in-fact

(SEAL)

_____
(Address)

_____ _____
Witness to Surety

_____
(Address)

_____

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

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

CONTRACT CHANGE ORDER

Project:_____

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

Contractor:_____ **Owner:** _____

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

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

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

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

1. Is proposed change an alternate bid? _____yes _____no

2. Will proposed change alter the physical size of the project? _____yes _____no
   If yes, explain.

3. Effect of this change on other prime contractors:

4. Has consent of surety been obtained? _____yes _____n/a
5. Will this change affect expiration or extent of insurance coverage? _____yes _____no
   If yes, will the policies be extended? _____yes _____no

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

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

Total $_____.

Recommended by_____
Engineer *Date*

Accepted by_____
Contractor *Date*

Approved by_____
Owner *Date*

NOTICE OF AWARD

To:_____

_____

_____

_____

PROJECT DESCRIPTION_____

_____

_____

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

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

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

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

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

Dated this _____ day of _____, 20_____.

_____

Owner

BY_____

TITLE_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged

by_____

this, the _____ day of _____, 20_____

BY _____

TITLE_____

NOTICE TO PROCEED

TO: _____ Date: _____

_____ Project: _____

_____ _____

_____ _____

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

_____

Owner

BY_____

TITLE_____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged

by _____

this, the _____ day of _____, 20_____

BY _____

TITLE_____

BID

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

In compliance with your Advertisement for BIDS, BIDDER hereby proposes to perform all WORK for the construction of _____ _____ in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein, and at the prices stated below.

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

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

BIDDER acknowledges receipt of the following ADDENDUM:

_____

_____

_____

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

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

BID SCHEDULE

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

SRF ELIGIBLE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

TOTAL: ELIGIBLE $_____

ITEMS INELIGIBLE

NO.	ITEM	UNIT	UNIT PRICE	AMOUNT	TOTAL PRICE

TOTAL: INELIGIBLE $_____

TOTAL OF BID .....$_____

LUMP SUM PRICE (if applicable) .....$_____

Respectfully submitted:

_____ _____
Signature Address

_____ _____
Title

_____ _____
License Number Date

(SEAL - if BID is by a corporation)

ATTEST _____

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

AGREEMENT

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

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

1. The CONTRACTOR will commence and complete the construction of _____

2. The CONTRACTOR will furnish all of the material, supplies, tools, equipment, labor and other services necessary for the construction and completion of the PROJECT described herein.

3. The CONTRACTOR will commence the work required by the CONTRACT DOCUMENTS within _____ calendar days after the date of the NOTICE TO PROCEED and will complete the same within _____ calendar days unless the period for completion is extended otherwise by the CONTRACT DOCUMENTS.

4. The CONTRACTOR agrees to perform all of the WORK described in the CONTRACT DOCUMENTS and comply with the terms therein for the sum of $_____, as shown in the BID schedule.

5. The term "CONTRACT DOCUMENTS" means and includes the following:

   a. Advertisement for Bids
   b. Information for Bidders
   c. Bid
   d. Bid Bond
   e. Agreement
   f. General Conditions
   g. SRF Contract Conditions
   h. Special Conditions
   i. Technical Specifications

j. Payment Bond

k. Performance Bond

l. Notice of Award

m. Notice to Proceed

n. Change Order

o. Drawings as stated in Special Conditions

p. ADDENDA:

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

No. _____, dated _____, 20_____

6. The OWNER will pay to the CONTRACTOR in the manner and at such times as set forth in the General Conditions such amounts as required by the CONTRACT DOCUMENTS.

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

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

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

OWNER_____

By_____

(SEAL)

Name_____
(Please Type)

ATTEST:

Title_____

_____

Name _____
(Please Type)

Title _____

CONTRACTOR_____

By_____

Name_____
(Please Type)

(SEAL)

Address_____

ATTEST:

_____

Name _____
(Please Type)

Title _____

APPENDIX C

Proposed Schedule for Construction (DES Form 3588)

SC DEPARTMENT *of* ENVIRONMENTAL SERVICES

Schedule for Construction

SOUTH CAROLINA SRF STATE REVOLVING FUND

SRF Project Number_____

Project Name _____

Project Sponsor _____

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

Bid Opening _____

Contract Execution _____

Notice to Proceed _____

Construction Start / Initiation of Construction _____

SCDES "Approval to Operate" / Initiation of Operation _____

Construction Completion _____

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

Sewer Use Ordinance enactment date _____

Pretreatment Program enactment date _____

Prepared by _____ Date _____

Preparer's Title and Organization _____

Submit by email to SCDES project manager or by mail to:
State Revolving Fund Division, SCDES, 2600 Bull Street, Columbia, SC 29201

_____

Instructions – DES 3588

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

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