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Connecting South Dakota and the Nation

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS,

PROPOSAL, SPECIAL PROVISIONS,

CONTRACT AND CONTRACT BOND

FOR

CITY UTILITIES

CITY **PROJECT NO.** **ES 2014 003( )**
(PCN X03G)

SD HIGHWAY 50

IN YANKTON COUNTY

NOTICE TO ALL BIDDERS

TO REPORT BID RIGGING ACTIVITIES, CALL: 1-800-424-9071

THE U.S. DEPARTMENT OF TRANSPORTATION (DOT) OPERATES THE ABOVE TOLL-FREE “HOTLINE” MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M., EASTERN TIME. ANYONE WITH KNOWLEDGE OF POSSIBLE BID RIGGING, BIDDER COLLUSION, OR OTHER FRAUDULENT ACTIVITIES SHOULD USE THE “HOTLINE” TO REPORT SUCH ACTIVITIES.

THE “HOTLINE” IS PART OF THE DOT’S CONTINUING EFFORT TO IDENTIFY AND INVESTIGATE HIGHWAY CONSTRUCTION CONTRACT FRAUD AND ABUSE AND IS OPERATED UNDER THE DIRECTION OF THE DOT INSPECTOR GENERAL.

ALL INFORMATION WILL BE TREATED CONFIDENTIALLY AND CALLER ANONYMITY WILL BE RESPECTED.

*** * * ***

PLANS, PROPOSALS AND ADDENDA

AFTER AWARD OF CONTRACT, THE LOW BIDDER WILL RECEIVE TEN (10) COMPLIMENTARY SETS OF PLANS, PROPOSALS, PROJECT Q & A FORUM, AND ADDENDA FOR FIELD AND OFFICE USE. AN ELECTRONIC COPY WILL ALSO BE PROVIDED. ANY ADDITIONAL COPIES REQUIRED WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.

*** * * ***

Project Number: ES 2014 003( )

Revised 6/24/15
PCN X03G

NOTICE TO CONTRACTORS

Bid proposals for this project will be received electronically by the South Dakota Department of Transportation (SDDOT) via the SDDOT secure bid submission site at http://apps.sd.gov/hc65bidletting/bidsubmittallogin.aspx until 10 A.M. Central time, on September 2, 2015, at which time the SDDOT will open bids. All bids will be checked for qualifications with results posted on the SDDOT website. The South Dakota Transportation Commission will consider all bids at a scheduled Commission meeting.

The work for which proposals are hereby requested is to be completed within the following requirement(s):

SUBSTANTIAL COMPLETION: NOVEMBER 25, 2016

FIELD WORK COMPLETION: JUNE 1, 2017

The DBE goal for this project is: **5%.**

Work Type for this project is: **Work Type 2 or Work Type 3.**

Bidding package for the work may be obtained at:
http://apps.sd.gov/hc65bidletting/ebslettings1.aspx

An electronic version of the most recent version of the South Dakota Standard Specifications for Roads and Bridges may be obtained at http://www.sddot.com/business/contractors/specs/2015specbook/Default.aspx

The electronic bid proposal must be submitted by a valid bidder as designated on the Bidding Authorization Form. The Bidder ID and Password, coupled with a previously Department assigned Company ID, will serve as authentication that an individual is a valid bidder and will assure the secure electronic delivery of bid proposals to the Department. This authorization shall remain in full force and effect until written notice of termination of this authorization is sent by an Officer of the company and received by the Department.

PROPOSAL Revised 8/10/11

SOUTH DAKOTA DEPARTMENT OF TRANSPORTATION, STATE OF SOUTH DAKOTA:

Ladies / Gentlemen:

The following proposal is made on behalf of the undersigned and no others. It is in all respects fair and is made without collusion on the part of any other person, firm or corporation not appearing in the signature to this proposal.

The undersigned certifies that she / he has carefully examined the plans listed herein, the Specifications hereinbefore referred to, the Special Provisions and the form of contract, both of which are attached hereto. The undersigned further certifies that she / he has personally inspected the actual location of the work, together with the local sources of supply and that she / he understands the conditions under which the work is to be performed, or, that if she / he has not so inspected the actual location of the work, that she / he waives all right to plea any misunderstanding regarding the location of the work or the conditions peculiar to the same.

On the basis of the plans, Specifications, Special Provisions and form of contract proposed for use, the undersigned proposes to furnish all necessary machinery, tools, apparatus and other means of construction, to do all the work and furnish all the materials in the manner specified, to finish the entire project **within the contract time specified** and to accept as full compensation therefore the amount of the summation of the products of the actual quantities, as finally determined, multiplied by the unit prices bid.

The undersigned understands that the quantities as shown in the Bid Schedule are subject to increase or decrease, and hereby proposes to perform all quantities of work, as increased or decreased, in accordance with the provisions of the specifications, and subject to any applicable special provisions, and at the unit prices bid.

The undersigned understands that the "Total or Gross Amount Bid" as immediately hereinbefore set forth is not the final amount which will be paid if this proposal is accepted and the work done, but that such amount is computed for the purpose of comparison of the bids submitted and the determination of the amount of the performance bond.

The undersigned further proposes to perform all extra work that may be required on the basis provided in the specifications, and to give such work personal attention in order to see that it is economically performed.

The undersigned further proposes to both execute the contract agreement and to furnish a satisfactory performance bond, in accordance with the terms of the specifications, within twenty (20) calendar days after the date of Notice of Award from the South Dakota Department of Transportation that this proposal has been accepted.

REV. 6/24/15

SPECIAL PROVISIONS

PROJECT NUMBER(S): ES 2014 003( ) PCN: X03G

TYPE OF WORK: CITY UTILITIES

COUNTY: YANKTON

The following clauses have been prepared subsequent to the Standard Specifications for Roads and Bridges and refer only to the above described improvement, for which the following Proposal is made. In case of any discrepancy or conflict between said specifications and these Special Provisions, the latter are to govern.

The Contractor's attention is directed to the need for securing from the Department of Environment & Natural Resources, Foss Building, Pierre, South Dakota, permission to remove water from public sources (lakes, rivers, streams, etc.). The Contractor should make his request as early as possible after receiving his contract, and insofar as possible at least 30 days prior to the date that the water is to be used.

Fred Binder is the official in charge of the Pierre Career Center for Yankton County.

THE FOLLOWING ITEMS ARE INCLUDED IN THIS PROPOSAL FORM:

Instructions for Bidders, 8/2/15.

Special Provision Regarding Combination Bids, dated 8/2/15.

Special Provision Regarding the City Portion for Subletting, dated 8/2/15.

State Revolving Fund (SRF) General Conditions with Davis-Bacon & American Iron and Steel Provisions, dated 4/14.

City of Yankton Standard Specifications

Standard Title VI Assurance, dated 1/15/04.
Special Provision For Implementation of Clean Air Act & Federal Water Pollution Control Act, dated 9/1/97.

*** * * ***

ES 2014 003( ), PCN X03G
CITY UTILITIES
SD HIGHWAY 50

INSTRUCTIONS FOR BIDDERS

AUGUST 2, 2015

1) This City Utilities Project will be let and awarded by the South Dakota Department of Transportation, subject to concurrence by the City of Yankton and the Department of Environment & Natural Resources.

2) Department of Transportation procedures regarding letting and awarding of contracts shall be followed.

3) All bid bonds shall be made out to the Department of Transportation.

4) Bidders submitting a bid on this project shall also submit a bid on Project NH 0050(99)383 PCN 6926, Yankton County. Award of these projects will be to the same bidder based on the total of the two projects.

5) Bidders on this City Utilities Project will be required to comply with the: A) Federal Bid Requirements & Inclusions for Projects Involving Disadvantaged Business Enterprise (DBE) Program and B) DENR State Revolving Funds (SRF) General Conditions. Goals for contract participation for DBE/MBE are 1% and WBE are 4%. DENR will not authorize the approval to award the contract until all forms are submitted and approved by DENR. Failure to submit all necessary documentation could affect the project SRF eligibility. All forms contained in the State Revolving Fund (SRF) General Conditions must be completed and submitted to DENR within 10 days of the bid proposal opening. Inquiries relative to the documents can be directed to Eric Meintsma (605-773-4216), Water and Waste Funding Program, Dept. of Environment & Natural Resources, Foss Building, Pierre, SD.

6) In addition to the above listed Federal requirement (Item 5) for work on this City Utilities Project, bidders will be required to comply with the President's Executive Order Nos. 11246, as amended, 11518 and 11625 as amended. The requirements for bidders and contractors under these orders are explained in the general conditions. Inquiries relative to these documents can be directed to Eric Meintsma (605-773-4216), Water and Waste Funding Program, Dept. of Environment & Natural Resources, Foss Building, Pierre, SD.

7) A prospective bidder must request any explanation regarding the meaning or interpretation of the bidding package in adequate time to allow a Department reply to reach all prospective bidders before submission of final bid proposals. The bidder will contact the Department by submitting a request for explanation to the project Q&A forum.

8) The low responsive bidder will be required to certify to compliance with the American Iron and Steel provision of the Consolidated Appropriations Act of 2014. This certification form may be found on page AIS 21-22 of the State Revolving Fund (SRF) General Conditions and must be included in the bid proposal.

   Please be advised that waivers or exemptions from the American provision that cite International Trade Agreements DO NOT comply with the Consolidated Appropriations Act of 2014 as it applies to the SRF programs. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.

9) Davis Bacon and related acts wages apply to this project. All provision relative those acts must be met.

10) The contract completion date for this project will be the same as specified of Project Project NH 0050(99)383 PCN 6926, Yankton County. Any delays in completing this contract will not be a basis for an extension of the contract completion time for PCN 6926, Yankton County.

11) After award of contract, the Contractor shall furnish satisfactory proof of coverage of insurance required. Copies of Certificates of Insurance shall be furnished to the Department of Transportation AND City of Yankton.

12) The contractor is required to schedule and conduct a preconstruction meeting that shall be held jointly with the preconstruction meeting for the state contract. Additionally the contractor is responsible for contacting the city for a list of required submittals upon receiving Notice of Award of the contract.

13) Construction engineering for this contract will be performed by the City of Yankton.

14) Payment for this Utilities project will be made to the Contractor by the City of Yankton.

* * * *

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING
COMBINATION BIDS

ES 2014 003( ), PCN X03G
CITY UTILITIES
YANKTON COUNTY

AUGUST 2, 2015

Bidders submitting a bid on this project **MUST ALSO** submit a bid on project:

NH 0050(99)383, PCN 6926
SD HIGHWAY 50
GRADING, PCC PAVEMENT, ROADWAY LIGHTING, STORM SEWER, CURB & GUTTER, SIDEWALK, TRAFFIC SIGNALS, & PERMANENT SIGNING

Award of both projects will be to the same bidder based on the total of the two projects.

Work on PCN 6926 CANNOT be used to meet the DBE Goal established for this project.

After award, the contracts will be administered as entirely separate contracts.

*** * * ***

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION REGARDING THE CITY PORTION FOR SUBLETTING

ES 2014 003( ), PCN X03G
YANKTON COUNTY

AUGUST 2, 2015

This project is let in combination with State Project Number NH 0050(99)383 PCN 6926. The provisions of section 8.1 of the specifications requiring the Contractor to perform work amounting to not less than 50% of the total contract cost with the Contractor's own organization will not apply to the work on this contract.

*** * * ***

STATE REVOLVING FUND (SRF)

GENERAL CONDITIONS

with

DAVIS-BACON
&
American Iron and Steel Provisions

South Dakota
Department of Environment
and Natural Resources

These provisions must be included in the specifications for all Clean Water SRF and Drinking Water SRF projects.

April 2014

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GUIDANCE FOR UTILIZATION OF DISADVANTAGED BUSINESS ENTERPRISES REQUIREMENTS OF 40 CFR §33.

A. REQUIREMENTS

1. The recipient and prime contractor will exercise good faith efforts to attract and utilize small, minority, and women's business enterprises primarily through outreach, recruitment, and race/gender neutral activities; at a minimum, fulfillment of the six affirmative steps set forth below:

    a. Including disadvantaged businesses on solicitation lists;

    b. Assuring that disadvantaged businesses are solicited whenever they are potential sources;

    c. Dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation by disadvantaged businesses;

    d. Establishing delivery schedules, when the requirements of the work permit, which will encourage participation by disadvantaged businesses;

    e. Using the services of the Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate; and

    f. Require a. through e. to be taken if subcontracts are awarded.

B. FAIR SHARE OBJECTIVE

1. The fair share objective for this project is __1__% MBE's and __4__% WBE's.

C. DEFINITIONS

1. Disadvantaged Business Enterprise (DBE) is a business concern which meets the qualifications of a Minority Business Enterprise (MBE), Women's Business Enterprise (WBE), Small Business (SBE), or Small Business in a Rural Area (SBRA).

2. Minority Business Enterprise (MBE) is a business concern which is:

    a. Certified as socially and economically disadvantaged by the Small Business Administration;

        (1) Socially disadvantaged individuals are those 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.

        (2) Economically disadvantaged individuals are those socially disadvantaged individuals whose ability to compete in the free enterprise system is impaired due to diminished capital and credit opportunities, as compared to others in the same business area who are not socially disadvantaged. In determining the degree of diminished credit and capital opportunities, the Small Business Administration shall consider, but not be limited to, the assets and net worth of such socially disadvantaged individuals. Individuals who certify that they are members of named groups (Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indian Americans), are to be considered socially and economically disadvantaged. Economically and socially disadvantaged individuals are deemed to include women.

    b. Certified as a minority business enterprise by a State or Federal agency; and

c. An independent business concern which is at least 51 percent owned and controlled by minority group member(s).

(1) A minority group member is an individual who is a citizen of the United States and one of the following:

(a) Black American;

(b) Hispanic American (with origins from Puerto Rico, Mexico, Cuba, South or Central America)

(c) Native American (American Indian, Eskimo, Aleut, native Hawaiian); or

(d) Asian-Pacific American (with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, the U.S. Trust Territories of the Pacific, Northern Marianas, Laos, Cambodia, Taiwan or the Indian subcontinent).

(2) In order to satisfy this third criteria of the MBE definition, the minority ownership's interest must be real, substantial and continuing. Such interest is characterized by:

(a) Risk of loss/share of profit commensurate with the proportional ownership; and

(b) Receipt of the customary incidents of ownership, such as compensation (i.e., salary and other personnel compensation).

(3) A minority owner must have and exercise control of the business decisions. Characteristics of control include, but are not limited to:

(a) Authority to sign bids and contracts;

(b) Decisions in price negotiations;

(c) Incurring liabilities for the firm;

(d) Final staffing decisions;

(e) Policy-making; and

(f) General company management decisions.

(4) Only those firms performing a useful business function according to custom and practice in the industry, are qualified as MBEs. Acting merely as a passive conduit of funds to some other firm where such activity is unnecessary to accomplish the project does not constitute a "useful business function according to custom and practice in the industry." The purpose of this approach is to discourage the use of MBE "fronts" and limit the creation of an artificial supplier and broker marketplace.

3. Women's Business Enterprise (WBE) is a business which is certified as such by a State or Federal agency, or which meets the following definition:

"A women's business enterprise is an independent business concern which is at least 51 percent owned by a woman or women, who also control and operate it. Determination of whether a business is at least 51 percent owned by a woman or otherwise qualified WBE which is 51 percent owned by a married woman in a community property State will not be disqualified because her husband has a 50 percent interest in her share. Similarly, a business which is 51 percent owned by a married man and 49 percent owned by an

unmarried woman will not become a qualified WBE by virtue of his wife's 50 percent interest in his share of the business."

As in the case of a MBE, only United States citizens will be deemed to be WBEs. Similar to the MBE criteria, WBE should meet the criteria cited in subparagraphs B.1.c.(2), (3), and (4).

4. Fair Share or Fair Share Objective A fair share or a fair share objective is an amount of funds reasonably commensurate with the total project funding and the availability of qualified MBEs and WBEs, taking into account experience on EPA-funded projects and other comparable projects in the area. A fair share objective does not constitute an absolute requirement, but a commitment on the part of the bidder to exercise good faith efforts as defined in this section to use MBEs and WBEs to achieve the fair share objective.

5. Small Business (SBE) Any business entity, including its affiliates, that is independently owned and operated, and not dominant in its field of operations in which it is bidding on Government contracts, and qualified as a small business under the criteria and size standards set forth in 13 CFR Part 121.

6. Small Business in a Rural Area A small business in a rural area (SBRA) is a business entity meeting the definition of a small business, and is located and conducts its principal operations in a geographical area (county) listed in the Small Business Administration's Listing of Non-Metropolitan Counties by State.

7. Recipient A party receiving SRF financial assistance.

8. Project The scope of work for which an SRF loan is awarded.

9. Bidder A party seeking to obtain a contract with a recipient through a competitive, advertised, sealed bid process.

10. Offeror A party seeking to obtain a contract with a recipient through a negotiative procurement process.

11. Prime Contractor A party that has obtained a contract with a recipient through a competitive, advertised, sealed bid process.

12. Good Faith Efforts Good faith efforts by a recipient, prime contractor, and/or bidder/offeror means efforts to attract and utilize DBEs primarily through outreach, recruitment, and race/gender neutral activities. The following are examples of activities to assist recipients, prime contractors and/or bidders/offerors to comply with good faith efforts.

    a. Include qualified DBEs on solicitation lists.

        (1) Maintain and update a listing of qualified DBEs that can be solicited for supplies, construction and/or services.

        (2) Provide listings to all interested parties who requested copies of the bidding or proposing documents.

        (3) Contact appropriate sources within your geographic area and State to identify qualified DBEs for placement on your minority and women's business listings.

        (4) Utilize other DBE listings such as those of the State's Minority Business Office, the Small Business Administration, Minority Business Development Agency, US EPA- Office of Small Business Programs and the Department of Transportation.

        (5) Have the State environmental agency personnel review this solicitation list.

b. Assure that DBEs are solicited.

(1) Conduct meetings, conferences, and follow-ups with DBEs, small, minority and/or women's business associations, minority media, etc., to inform these groups of opportunities to provide supplies, services, and construction.

(2) MBE Utilization is facilitated if the recipient or prime contractor advertises through the minority media. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.

(3) Conduct pre-bid, pre-solicitation, and post-award conferences to ensure that consultants, suppliers, and builders solicit DBEs.

(4) Provide bidders and offerors with listings of qualified DBEs and establish that a fair share of contracts/procurements should be awarded to these groups.

(5) Advertise in general circulation, trade publications, State agency publications of identified source, disadvantaged business focused media, etc., concerning contracting opportunities on your projects. Maintain a list of disadvantaged business-focused publications that may be utilized to solicit MBEs or WBEs.

(6) Provide interested DBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.

(7) Provide DBE trade organizations with succinct summaries of solicitations.

(8) Notify DBEs of future procurement opportunities so that they may establish bidding solicitations and procurement plans.

c. Divide total requirements when economically feasible, into small tasks or quantities to permit maximum participation of DBEs.

(1) Perform an analysis to identify portions of work that can be divided and performed by qualified DBEs.

(2) Scrutinize the elements of the total project to develop economically feasible units of work that are within the bonding range of DBEs.

(3) Analyze bid packages for compliance with the good faith efforts to afford DBEs maximum participation.

d. Establish delivery schedules, where requirements of the work permit, which will encourage participation by DBEs.

(1) Consider lead times and scheduling requirements often needed by DBE participation.

(2) Develop realistic delivery schedules which may provide for greater DBE participation.

e. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the US Department of Commerce, as appropriate.

(1) Use the services of outreach programs sponsored by the Minority Business Development Agency and/or the Small Business Administration to recruit bona fide firms for placement on DBEs' bidders lists to assist these firms in the development of bid packaging.

(2) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBEs for potential work opportunities on this project.

D. **ADDITIONAL CONTRACT PROVISIONS (New Requirements)**

1. The prime contractor must pay its subcontractors for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the owner.

2. The prime contractor must notify the owner in writing prior to any termination of a DBE subcontractor for convenience.

3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the good faith efforts if soliciting a replacement subcontractor, even if the fair share objectives have already been achieved.

4. Each procurement contract signed by an EPA financial recipient, including those for an identified loan under an EPA financial assistance agreement capitalizing a revolving loan fund, must include the following term and condition:

   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 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.

E. REPORTING

1. Bidders/offerors shall demonstrate compliance with good faith efforts in order to be deemed responsible. To demonstrate compliance, the "DBE Subcontractor Solicitation Sheet" (pg. DBE - 6) shall be submitted as part of its bid or proposal package. Information shall be included for each DBE subcontractor contacted by the bidder/offeror, not just those used to meet the fair share objective.

2. The prime contractor must distribute DBE Program Subcontractor Participation Form (EPA Form 6100-2) to all of its DBE subcontractors. The subcontractors can submit completed forms to the South Dakota Department of Environment and Natural Resources, Water Resources Assistance Program.

3. The prime contractor must have its DBE subcontractors complete DBE Program Subcontractor Performance Form (EPA Form 6100-3) and should include completed forms in its bid or proposal package.

4. The prime contractor must complete DBE Program Subcontractor Utilization Form (EPA Form 6100-4) which should be submitted as part of its bid or proposal package.

5. Form 6100-3 and Form 6100-4 must be submitted by the apparent low-bidder within ten calendar days of the bid opening. Failure to submit this information will be viewed as a non-responsive bid.

Additional DBE forms can be downloaded at http://www.epa.gov/osbp/grant.htm

DBE SUBCONTRACTOR SOLICITATION INFORMATION

PROJECT NAME:

Subcontractor Name and Telephone Number	MBE or WBE	Description of Work Offered	Date of Phone Follow-up & Person Contacted	Amount of Bid or Reason for not Quoting	Bid Accepted or Rejected? Include Reason for Rejection

This information is true and correct to the best of my knowledge

_____

Contractor Name, Address and Telephone Number

This form shall be submitted as part of the contractor's bid.

_____

Signature Title Date

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

NAME OF SUBCONTRACTOR[1]	PROJECT NAME
ADDRESS	CONTRACT NO.
TELEPHONE NO.	EMAIL ADDRESS
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

Subcontractor Signature _____ Title/Date _____

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

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Participation Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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 the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Participation Form to this address.

EPA FORM 6100-2 (DBE Subcontractor Participation Form)

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

NAME OF SUBCONTRACTOR[1]	**PROJECT NAME**
ADDRESS	**BID/PROPOSAL NO.**
TELEPHONE NO.	**E-MAIL ADDRESS**
PRIME CONTRACTOR NAME	

CONTRACT ITEM NO.	**ITEM OF WORK OR DESCRIPTION OF SERVICES BID TO PRIME**	**PRICE OF WORK SUBMITTED TO PRIME CONTRACTOR**

Currently certified as an MBE or WBE under EPA's DBE Program? _____ Yes _____ No

Signature of Prime Contractor	Date
Print Name	Title
Signature of Subcontractor	Date
Print Name	Title

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

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No: _____
Approved: _____
Approval Expires: _____

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Performance Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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 the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Performance Form to this address.

EPA FORM 6100-3 (DBE Subcontractor Performance Form)

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

BID/PROPOSAL NO.	**PROJECT NAME**
NAME OF PRIME BIDDER/PROPOSER	**E-MAIL ADDRESS**
ADDRESS	
TELEPHONE NO.	**FAX NO.**

The following subcontractors will be used on this project:

COMPANY NAME, ADDRESS, PHONE NUMBER, AND E-MAIL ADDRESS	TYPE OF WORK TO BE PERFORMED	ESTIMATED DOLLAR AMOUNT	CURRENTLY CERTIFIED AS AN MBE OR WBE?

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 _____ Date _____

Print Name _____ Title _____

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

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

OMB Control No: 2090-0030
Approved: 05/01/2008
Approval Expires: 01/31/2011

Environmental
Protection Agency

Disadvantaged Business Enterprise Program
DBE Subcontractor Utilization Form

The public reporting and recordkeeping burden for this collection of information is estimated to average fifteen (15) minutes. Burden means the total time, effort, or financial resources expended by persons to generate, maintain, retain, or disclose or provide information to or for a Federal agency. This includes the time needed to review instructions; develop, acquire, install, and utilize technology and systems for the purposes of collecting, validating, and verifying information, processing and maintaining information, and disclosing and providing information; adjust the existing ways to comply with any previously applicable instructions and requirements; train personnel to be able to respond to a collection of information; search data sources; complete and review the collection of information; and transmit or otherwise disclose the information. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a currently valid OMB control number.

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 the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed EPA DBE Subcontractor Utilization Form to this address.

EPA FORM 6100-4 (DBE Subcontractor Utilization Form)

EQUAL EMPLOYMENT OPPORTUNITY and AFFIRMATIVE ACTION REQUIREMENTS on FEDERALLY ASSISTED CONSTRUCTION CONTRACTS

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

1. The Offerer's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Specifications" set forth herein.

2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area as follows:

Goals for minority participation in each trade - 1.2%
(See Appendix A for goals by county)
Goals for female participation in each trade - 6.9%

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is Yankton County.

These goals are applicable to all the contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

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

3. **The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of $10,000 at any tier for construction work under the contract resulting from this solicitation.** The notification shall list the name, address and telephone number for the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the contract is to be performed. A form is provided on page EEO - 7 that the contractor may use for this purpose.

This notice shall be included in, and shall be a part of, all solicitations for offers and bids on all federal and federally assisted construction contracts or subcontracts.

EQUAL OPPORTUNITY CLAUSES

The Equal Opportunity Clause published at 41 CFR Part 60-1.4(b) is required to be included in, and is part of, all nonexempt federally assisted construction contracts and subcontracts. The Equal Opportunity Clause shall be considered to be a part of every contract and subcontract required by the regulations in this part to include such a clause, whether or not it is physically incorporated in such contracts.

In addition to the clauses described above, all federal contracting officers, all applicants, and all non-construction contractors, as applicable, shall include the specifications set forth in this section in all federal and federally assisted construction contracts in excess of $10,000 to be performed in geographical areas designated by the Director pursuant to §60-4.6 of this part and in construction subcontracts in excess of $10,000 necessary in whole or in part to the performance of non-construction Federal contracts and subcontracts covered under the Executive Order.

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

1. As used in these specifications:

    a. "Covered Area" means the geographical area described in the solicitation from which this contract resulted;

    b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

    c. "Employer identification number" means the Federal Social Security number used on the employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941.

    d. "Minority" includes:

        (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

        (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

        (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);

        (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).

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

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

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

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

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

7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.

c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union or, if referred, not employed by the contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the areas which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under (7)(b) above.

f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

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

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

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

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7)(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be

asserted as fulfilling any one or more of its obligations under (7)(a) through (p) of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the contractor's and failure of such a group to fulfill an obligation shall not be a defense for the contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goals for women generally, the contractor may be in violation of the Executive order if a specific minority group of women is under-utilized).

10. The contractor shall not use the goals and timetables of affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.

11. The contractor shall not enter into any subcontract with any person or firm debarred from government contracts pursuant to Executive Order 11246.

12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph (7) of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.

14. The contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

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

APPENDIX A

GOALS FOR MINORITY PARTICIPATION ON EACH TRADE

Counties	Goal
Aurora, Beadle, Brookings, Brule, Charles Mix, Davison, Douglas, Gregory, Hand, Hanson, Hutchinson, Jerauld, Kingsbury, Lake, Lincoln (excluding Sioux Falls), McCook, Miner, Moody, Sanborn, Turner	0.8
Bon Homme, Clay, Minnehaha (including all of Sioux Falls), Union, Yankton	1.2
Brown, Clark, Codington, Day, Deuel, Edmunds, Faulk, Grant, Hamlin, McPherson, Marshall, Roberts, Spink	1.3
Meade, Pennington	3.4
Bennett, Buffalo, Butte, Campbell, Corson, Custer, Dewey, Fall River, Haakon, Harding, Hughes, Hyde, Jackson, Jones, Lawrence, Lyman, Mellette, Perkins, Potter, Shannon, Stanley, Sully, Todd, Tripp, Walworth, Ziebach	7.9

CONTRACTOR'S NAME, ADDRESS & TELEPHONE NUMBER

_____

_____

_____

_____

Contractor Employer ID Number: _____

Return to:

Joan Ford, Regional Director
US Department of Labor
Federal Building, Room 840
525 South Griffin St.
Dallas, TX 75202

CONTRACT INFORMATION

PROJECT AND LOCATION:				
Dollar Amount of Contract	Estimated Start Date	Estimated Completion Date	Contract No.	Geographical Area (County, State)

NOTIFICATION OF SUBCONTRACTS AWARDED (>$10,000)

Subcontractor's Name Address, and Phone Number	Employer ID Number of Subcontractor	Estimated $ Amount of Subcontract	Estimated Start Date	Estimated Completion Date

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. INSTRUCTIONS

Under Executive Order 12549, an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program, or a subagreement thereunder for $25,000 or more. The status of prospective individuals or organizations can be checked at:

http://epls.arnet.gov/

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification or provide an explanation why they cannot complete the certification. For further details, see 40 CFR 32.510, Participants Responsibilities.

B. WHERE TO SUBMIT

A prospective prime contractor must submit a completed certification or explanation to the project owner for the project. Each prospective subcontractor must submit a completed certification or explanation to the prime contractor for the project.

C. HOW TO OBTAIN FORMS

This form may reproduced as necessary. If needed, additional forms may be obtained from the Department of Environment and Natural Resources.

C461038-04

SRF Project Number

United States Environmental Protection Agency
Washington, DC 20460

Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to $10,000 or imprisonment for up to 5 years, or both.

_____

Typed Name & Title of Authorized Representative

_____

Signature of Authorized Representative Date

_____ I am unable to certify to the above statements. My explanation is attached.

PROHIBITION AGAINST LISTED VIOLATED FACILITIES

A. REQUIREMENTS

(1) To comply with all the requirements of section 114 of the Clean Air Act, as amended (42 U.S.C. 1857, et seq., as amended by Pub. L. 92-604) and section 308 of the Clean Water Act (33 U.S.C. 1251, as amended), respectively, which relate to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this contract.

(2) That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency list of violating facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from the listing.

(3) That the best efforts to comply with clean air and clean water standards at the facilities in which the contract is being performed.

(4) To insert the substance of the provisions of this clause, including this paragraph (4), in any nonexempt subcontract.

B. DEFINITIONS

(1) Air Act means the Clean Air Act, as amended (42 U.S.C. 1857 et seq.).

(2) Water Act means the Clean Water Act, as amended (33 U.S.C. 1251 et seq.).

(3) Clean Air Standards means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110 (d) of the Air Act (42 U.S.C. 1857c-5(d)), an approved implementation procedure or plan under section 111 (c) or section 111(d), or an approved implementation procedure under section 112(d) of the Air Act (42 U.S.C. 1857c-7(d)).

(4) Clean Water Standards means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by section 402 of the Water Act (33 U.S.C. 1342), or by a local government to ensure compliance with pretreatment regulations as required by section 307 of Water Act (33 U.S.C. 1317).

(5) Compliance means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency in accordance with the requirements of the Air Act or Water Act and regulations.

(6) Facility means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by a contractor or subcontractor, to be used in the performance of a contract or subcontract. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are located in one geographical area.

WILLIAMS-STEIGER OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

A. AUTHORITY

(1) The contractor is subject to the provisions of the Williams-Steiger Occupational Safety and Health Act of 1970.

(2) These construction documents and the joint and several phases of construction hereby contemplated are to be governed, at all times, by applicable provisions of the Federal law(s) , including but not limited to the latest amendment of the following:

a. Williams-Steiger Occupational Safety and Health Act of 1970, Public Law 94-596;

b. Part 1910 - Occupational Safety and Health Standards, Chapter XVII of Title 29, Code of Federal Regulations;

c. Part 1926 - Safety and Health Regulations for Construction, Chapter XVII of Title 29, Code of Federal Regulations.

B. SAFETY AND HEALTH PROGRAM REQUIREMENTS

(1) This project, its prime contractor and its subcontractors, shall at all times be governed by Chapter XVII of Title 29, Code of Federal Regulations, Part 1926 - Safety and Health Regulations for Construction (29 CFR 22801), as amended to date.

(2) To implement the program and to provide safe and healthful working conditions for all persons, general project safety meetings will be conducted at the site at least once each month during the course of construction, by the construction superintendent or his/her designated safety officer. Notice of such meeting shall be issued not less than three (3) days prior, stating the exact time, location, and agenda to be included. Attendance by the owner, architect, general foreman, shop steward(s), and trades, or their designated representatives, witnessed in writing as such, shall be mandatory.

(3) To further implement the program, each trade shall conduct a short gang meeting, not less than once a week, to review project safety requirements mandatory for all persons during the coming week. The gang foreman shall report the agenda and specific items covered to the project superintendent, who shall incorporate these items in his/her daily log or report.

(4) The prime contractor and all subcontractors shall immediately report all accidents, injuries, or health hazards to the owner and architect, or their designated representatives, in writing. This shall not obviate any mandatory reporting under the provisions of the Occupational Safety and Health Act of 1970.

(5) This program shall become a part of the contract documents and the contract between the owner and prime contractor, prime contractor and all subcontractors, as though fully written therein.

DISCOVERY OF ARCHAEOLOGICAL AND OTHER HISTORICAL ITEMS

In the event of an archaeological find during any phase of construction, the following procedure will be followed:

(1) Construction shall be halted, with as little disruption to the archaeological site as possible.

(2) The Contractor shall notify the Owner who shall contact the State Historical Preservation Officer.

(3) The State Historical Preservation Officer may decide to have an archaeologist inspect the site and make recommendations about the steps needed to protect the site, before construction is resumed.

(4) The entire event should be handled as expediently as possible in order to hold the loss in construction time to a minimum while still protecting archaeological finds.

A similar procedure should be followed with regard to more recent historical resources. Should any artifacts, housing sites, etc., be uncovered, the same procedure should be followed as for an archaeological find.

In the event archaeological/historical data are evaluated to meet National Register criteria, the Advisory Council on Historic Preservation may be notified and asked to comment by the South Dakota Department of Environment and Natural Resources.

DAVIS-BACON AND RELATED ACTS

LABOR STANDARDS

Contractors performing work on construction projects which have been provided assistance through the State Revolving Fund must fulfill the requirements of the Labor Standards Provisions for federally assisted construction contracts. These standards are located at the end of this section.

WEEKLY CONTRACTOR PAYROLLS

Each week as work progresses, the contractor must submit to the Owner a copy of all weekly payrolls and required attachments stipulated therein. Sample suggested payrolls may be obtained from the Owner upon request. All weekly payrolls shall contain or have attached the following:

1. Name of each employee and the last four digits of the social security number.

2. Classification of employees (same as shown on wage determination).

3. Rate of pay not less than that shown on the wage determination.

4. Hours worked each day and total for each week for each employee.

5. All deductions made.

6. Net amount paid to employee.

7. The following certification:

"I certify that the payroll is correct and complete, that the wage rates contained therein are not less than the applicable rates contained in the Wage Determination decision of the Secretary of Labor and that the classification set forth for each laborer or mechanic conform with the work he performs."

_____ _____

(Signature) (Title)

COMPLIANCE WITH THE COPELAND (ANTI-KICKBACK) ACT

The following anti-kickback statement must be submitted with each set of weekly payrolls:

"I, (name of signatory party), (title), do hereby state: That I pay or supervise the payment of the persons employed by (contractor or subcontractor) on the (work or building); that during the payroll period commencing on the _____ day of _____, 20____, and ending the _____ day of _____, 20____, all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly from the full weekly wages earned by any person, other than permissible deductions, as defined in Regulations, Part 3 (CFR Part 3) issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; and 40 U.S.C. 276c), and described below: (Paragraph describing deductions, if any)"

_____ _____

(Signature) (Title)

All prime contractors shall include the wage determination and all the labor standards provisions in all subcontracts as herein specified.

The Contractor shall make employment records available for inspection by authorized representatives of the State of South Dakota and the Department of Labor, and will permit employees to be interviewed during working hours by these representatives. Payroll records will be maintained during the course of the work by the Prime Contractor, including a copy of the payroll of each Subcontractor and they shall be preserved for a period of three years thereafter.

Each monthly engineering estimate must be accompanied by the following certificate executed by each Prime Contractor employing mechanics and laborers at the site on work in which the Federal government is to participate:

Principal Contractor _____

Project Name _____

Project No. _____

I, _____, as official representative of the above named principal contractor do hereby certify as follows:

☐ All Labor Standards Requirements have been fulfilled by principal contractor and all subcontractors under this contract; or

☐ There is an honest dispute regarding the required provisions.

Explanation: _____

_____. ._____
(Signature) (Title)

In the event of a violation of the Labor Standards provisions of the contract by the Prime Contractor or any Subcontractor, the owner may, after notice to the Contractor, suspend further payments or proceed to terminate the contract as provided in the Labor Standards section of the Contract.

FEDERAL LABOR STANDARDS PROVISIONS

Applicability

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

A.1 **Minimum Wages**

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act(29CFR Part 3), the full amount of wages and bona fide fringe benefits(or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); 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 Part 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 29 CFR Part 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii)(a) Any class of laborers or mechanics 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. EPA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EPA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EPA or its designee to the Administrator of the Wage and Hour Division, Employment standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and EPA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits where appropriate), EPA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EPA or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise EPA or its designee or will notify EPA or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding.

EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the

event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, EPA or its designee 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. EPA or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. Payrolls and basic records

(i) Basic records relating thereto shall be maintained by the contractor during the course of the work 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 there of the types described in Section 1(b)(2)B of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Certified weekly payrolls shall contain the name and last four digits of the social security number. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(b) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB control Numbers 1215-0140 and 1215-0017.)

(ii)(a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to EPA or its designee if the agency is a party to the contract, but if the agency is not such party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to EPA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR Part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of management and Budget under OMB Control Number 1215-0149.)

(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:

That the payroll for the payroll period contains the information required to be maintained under 29 CFR Part 5.59(a)(3)(i) and that such information is correct and complete;

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 29 CFR Part 3.

That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of compliance" required by paragraph A.3(ii)(b) of this section.

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph A.3(i) of this section available for inspection, copying, or transcription by authorized representatives of EPA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, EPA or its designee 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 Part 5.12.

4. **Apprentices and trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, 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 Bureau of Apprenticeship and Training 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 prevail for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the 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 and employment opportunity requirements of executive order 11246, as amended, and 29 CFR Part 30.

5. **Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. **Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in 29 CFR 5.5 (a)(1) through (10) and such other clauses as EPA or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

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

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

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

10. **Certification of Eligibility**

    (i). By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

    (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) or to be awarded EPA contracts or participate in EPA programs pursuant to 24 CFR Part 24.

    (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1010, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part "Whoever, for the purpose of...influencing in any way the action of such Administration...makes, utters or publishes any statement, knowing the same to be false...shall be fined not more than $5,000 or imprisoned not more than two years or both."

11. **Complaints, Proceedings, or Testimony by Employees**. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. **Contract Work Hours and Safety Standards Act.** As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

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, whichever is greater.

Violation: liability for unpaid wages: liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph 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 subparagraph (1) of this paragraph.

Withholding for unpaid wages and liquidated damages. EPA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract 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 subparagraph (2) of this paragraph.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

C. **Health and Safety**

No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 (formerly part 1518) and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (Public Law 91-54,83 Stat.96).

The Contractor shall include the provisions of this Article in every subcontract so that such provisions will be binding on each subcontractor. The Contractor shall take such action with respect to any subcontract as the Administrator of Environment and Natural Resources or the Secretary of Labor shall direct as a means of enforcing such provisions.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C. 20460

MARCH 20 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Implementation of American Iron and Steel provisions of P.L. 113-76, Consolidated Appropriations Act, 2014

FROM: Andrew D. Sawyers, Director
Office of Wastewater Management (4201 M)

Peter C. Grevatt, Director
Office of Ground Water and Drinking Water (4601M)

TO: Water Management Division Directors
Regions I- X

P.L. 113-76, Consolidated Appropriations Act, 2014 (Act), includes an "American Iron and Steel (AIS)" requirement in section 436 that requires Clean Water State Revolving Loan Fund (CWSRF) and Drinking Water State Revolving Loan Fund (DWSRF) assistance recipients to use iron and steel products that are produced in the United States for projects for the construction, alteration, maintenance, or repair of a public water system or treatment works if the project is funded through an assistance agreement executed beginning January 17, 2014 (enactment of the Act), through the end of Federal Fiscal Year 2014.

Section 436 also sets forth certain circumstances under which EPA may waive the AIS requirement. Furthermore, the Act specifically exempts projects where engineering plans and specifications were approved by a State agency prior to January 17, 2014.

The approach described below explains how EPA will implement the AIS requirement. The first section is in the form of questions and answers that address the types of projects that must comply with the AIS requirement, the types of products covered by the AIS requirement, and compliance. The second section is a step-by-step process for requesting waivers and the circumstances under which waivers may be granted.

Implementation

The Act states:

Sec. 436. (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term ‘‘iron and steel products’’ means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the ‘‘Administrator’’) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out

the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency's capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.

The following questions and answers provide guidance for implementing and complying with the AIS requirements:

Project Coverage

1) What classes of projects are covered by the AIS requirement?

All treatment works projects funded by a CWSRF assistance agreement, and all public water system projects funded by a DWSRF assistance agreement, from the date of enactment through the end of Federal Fiscal Year 2014, are covered. The AIS requirements apply to the entirety of the project, no matter when construction begins or ends. Additionally, the AIS requirements apply to all parts of the project, no matter the source of funding.

2) Does the AIS requirement apply to nonpoint source projects or national estuary projects?

No. Congress did not include an AIS requirement for nonpoint source and national estuary projects unless the project can also be classified as a 'treatment works' as defined by section 212 of the Clean Water Act.

3) Are any projects for the construction, alteration, maintenance, or repair of a public water system or treatment works excluded from the AIS requirement?

Any project, whether a treatment works project or a public water system project, for which engineering plans and specifications were approved by the responsible state agency prior to January 17, 2014, is excluded from the AIS requirements.

4) What if the project does not have approved engineering plans and specifications but has signed an assistance agreement with a CWSRF or DWSRF program prior to January 17, 2014?

The AIS requirements do not apply to any project for which an assistance agreement was signed prior to January 17, 2014.

5) What if the project does not have approved engineering plans and specifications, but bids were advertised prior to January 17, 2014 and an assistance agreement was signed after January 17, 2014?

If the project does not require approved engineering plans and specifications, the bid advertisement date will count in lieu of the approval date for purposes of the exemption in section 436(f).

6) What if the assistance agreement that was signed prior to January 17, 2014, only funded a part of the overall project, where the remainder of the project will be funded later with another SRF loan?

If the original assistance agreement funded any construction of the project, the date of the original assistance agreement counts for purposes of the exemption. If the original assistance agreement was only for planning and design, the date of that assistance agreement will count for purposes of the exemption only if there is a written commitment or expectation on the part of the assistance recipient to fund the remainder of the project with SRF funds.

7) What if the assistance agreement that was signed prior to January 17, 2014, funded the first phase of a multi-phase project, where the remaining phases will be funded by SRF assistance in the future?

In such a case, the phases of the project will be considered a single project if all construction necessary to complete the building or work, regardless of the number of contracts or assistance agreements involved, are closely related in purpose, time and place. However, there are many situations in which major construction activities are clearly undertaken in phases that are distinct in purpose, time, or place. In the case of distinct phases, projects with engineering plans and specifications approval or assistance agreements signed prior to January 17, 2014 would be excluded from AIS requirements while those approved/signed on January 17, 2014, or later would be covered by the AIS requirements.

8) What if a project has split funding from a non-SRF source?

Many States intend to fund projects with "split" funding, from the SRF program and from State or other programs. Based on the Act language in section 436, which requires that American iron and steel products be used in any project for the construction, alteration, maintenance, or repair of a public water system or treatment works receiving SRF funding between and including January 17, 2014 and September 30, 2014, any project that is funded in whole or in part with such funds must comply with the AIS requirement. A "project" consists of all construction necessary to complete the building or work regardless of the number of contracts or assistance agreements involved so long as all contracts and assistance agreements awarded are closely related in purpose, time and place. This precludes the intentional splitting of SRF projects into separate and smaller contracts or assistance agreements to avoid AIS coverage on some portion of a

larger project, particularly where the activities are integrally and proximately related to the whole. However, there are many situations in which major construction activities are clearly undertaken in separate phases that are distinct in purpose, time, or place, in which case, separate contracts or assistance agreement for SRF and State or other funding would carry separate requirements.

9) What about refinancing?

If a project began construction, financed from a non-SRF source, prior to January 17, 2014, but is refinanced through an SRF assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, AIS requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a responsible state agency prior to January 17, 2014. There is no retroactive application of the AIS requirements where a refinancing occurs for a project that has completed construction prior to January 17, 2014.

10) Do the AIS requirements apply to any other EPA programs, besides the SRF program, such as the Tribal Set-aside grants or grants to the Territories and DC?

No, the AIS requirement only applies to funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j–12)

<u>Covered Iron and Steel Products</u>

11) What is an iron or steel product?

For purposes of the CWSRF and DWSRF projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the public water system or treatment works:

Lined or unlined pipes or fittings;
Manhole Covers;
Municipal Castings (defined in more detail below);
Hydrants;
Tanks;
Flanges;
Pipe clamps and restraints;
Valves;
Structural steel (defined in more detail below);
Reinforced precast concrete; and
Construction materials (defined in more detail below).

12) What does the term 'primarily iron or steel' mean?

'Primarily iron or steel' places constraints on the list of products above. For one of the listed products to be considered subject to the AIS requirements, it must be made of greater than 50% iron or steel, measured by cost. The cost should be based on the material costs.

13) Can you provide an example of how to perform a cost determination?

For example, the iron portion of a fire hydrant would likely be the bonnet, body and shoe, and the cost then would include the pouring and casting to create those components. The other material costs would include non-iron and steel internal workings of the fire hydrant (i.e., stem, coupling, valve, seals, etc). However, the assembly of the internal workings into the hydrant body would not be included in this cost calculation. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required. An exception to this definition is reinforced precast concrete, which is addressed in a later question.

14) If a product is composed of more than 50% iron or steel, but is not listed in the above list of items, must the item be produced in the US? Alternatively, must the iron or steel in such a product be produced in the US?

The answer to both question is no. Only items on the above list must be produced in the US. Additionally, the iron or steel in a non-listed item can be sourced from outside the US.

15) What is the definition of steel?

Steel means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements. Metallic elements such as chromium, nickel, molybdenum, manganese, and silicon may be added during the melting of steel for the purpose of enhancing properties such as corrosion resistance, hardness, or strength. The definition of steel covers carbon steel, alloy steel, stainless steel, tool steel and other specialty steels.

16) What does 'produced in the United States' mean?

Production in the United States of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the

material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

17) Are the raw materials used in the production of iron or steel required to come from US sources?

No. Raw materials, such as iron ore, limestone, scrap iron, and scrap steel, can come from non-US sources.

18) If an above listed item is primarily made of iron or steel, but is only at the construction site temporarily, must such an item be produced in the US?

No. Only the above listed products made primarily of iron or steel, permanently incorporated into the project must be produced in the US. For example trench boxes, scaffolding or equipment, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel.

19) What is the definition of 'municipal castings'?

Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are:

Access Hatches;
Ballast Screen;
Benches (Iron or Steel);
Bollards;
Cast Bases;
Cast Iron Hinged Hatches, Square and Rectangular;
Cast Iron Riser Rings;
Catch Basin Inlet;
Cleanout/Monument Boxes;
Construction Covers and Frames;
Curb and Corner Guards;
Curb Openings;
Detectable Warning Plates;
Downspout Shoes (Boot, Inlet);
Drainage Grates, Frames and Curb Inlets;
Inlets;
Junction Boxes;
Lampposts;
Manhole Covers, Rings and Frames, Risers;

Meter Boxes;
Service Boxes;
Steel Hinged Hatches, Square and Rectangular;
Steel Riser Rings;
Trash receptacles;
Tree Grates;
Tree Guards;
Trench Grates; and
Valve Boxes, Covers and Risers.

20) What is 'structural steel'?

Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

21) What is a 'construction material' for purposes of the AIS requirement?

Construction materials are those articles, materials, or supplies made primarily of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems. Some of these products may overlap with what is also considered "structural steel". This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

22) What is not considered a 'construction material' for purposes of the AIS requirement?

Mechanical and electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples (including their appurtenances necessary for their intended use and operation) are NOT considered construction materials: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and

data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

23) If the iron or steel is produced in the US, may other steps in the manufacturing process take place outside of the US, such as assembly?

No. Production in the US of the iron or steel used in a listed product requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives.

24) What processes must occur in the US to be compliant with the AIS requirement for reinforced precast concrete?

While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing bar and wire must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin.

If the reinforced concrete is cast at the construction site, the reinforcing bar and wire are considered to be a construction material and must be produced in the US.

Compliance

25) How should an assistance recipient document compliance with the AIS requirement?

In order to ensure compliance with the AIS requirement, specific AIS contract language must be included in each contract, starting with the assistance agreement, all the way down to the purchase agreements. Sample language for assistance agreements and contracts can be found in Appendix 3 and 4.

EPA recommends the use of a step certification process, similar to one used by the Federal Highway Administration. The step certification process is a method to ensure that producers adhere to the AIS requirement and assistance recipients can verify that products comply with the AIS requirement. The process also establishes accountability and better enables States to take enforcement actions against violators.

Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer,

processor, etc) of the iron and steel products certifies that their step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification can be quite simple. Typically, it includes the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer's responsible party. Attached, as Appendix 5, are sample certifications. These certifications should be collected and maintained by assistance recipients.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US. While this type of certification may be acceptable, it may not provide the same degree of assurance. Additional documentation may be needed if the certification is lacking important information. Step certification is the best practice.

26) How should a State ensure assistance recipients are complying with the AIS requirement?

In order to ensure compliance with the AIS requirement, States SRF programs must include specific AIS contract language in the assistance agreement. Sample language for assistance agreements can be found in Appendix 3.

States should also, as a best practice, conduct site visits of projects during construction and review documentation demonstrating proof of compliance which the assistance recipient has gathered.

27) What happens if a State or EPA finds a non-compliant iron and/or steel product permanently incorporated in the project?

If a potentially non-compliant product is identified, the State should notify the assistance recipient of the apparent unauthorized use of the non-domestic component, including a proposed corrective action, and should be given the opportunity to reply. If unauthorized use is confirmed, the State can take one or more of the following actions: request a waiver where appropriate; require the removal of the non-domestic item; or withhold payment for all or part of the project. Only EPA can issue waivers to authorize the use of a non-domestic item. EPA may use remedies available to it under the Clean Water Act, the Safe Drinking Water Act, and 40 CFR part 31 grant regulations, in the event of a violation of a grant term and condition.

It is recommended that the State work collaboratively with EPA to determine the appropriate corrective action, especially in cases where the State is the one who identifies the item in noncompliance or there is a disagreement with the assistance recipient.

If fraud, waste, abuse, or any violation of the law is suspected, the Office of Inspector General (OIG) should be contacted immediately. The OIG can be reached at 1-

888-546-8740 or OIG_Hotline@epa.gov. More information can be found at this website: http://www.epa.gov/oig/hotline.htm.

28) How do international trade agreements affect the implementation of the AIS requirements?

The AIS provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatories to such agreements. In general, SRF assistance recipients are not signatories to such agreements, so these agreements have no impact on this AIS provision. In the few instances where such an agreement applies to a municipality, that municipality is under the obligation to determine its applicability and requirements and document the actions taken to comply for the State.

Waiver Process

The statute permits EPA to issue waivers for a case or category of cases where EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent.

In order to implement the AIS requirements, EPA has developed an approach to allow for effective and efficient implementation of the waiver process to allow projects to proceed in a timely manner. The framework described below will allow States, on behalf of the assistance recipients, to apply for waivers of the AIS requirement directly to EPA Headquarters. Only waiver requests received from states will be considered. Pursuant to the Act, EPA has the responsibility to make findings as to the issuance of waivers to the AIS requirements.

Definitions

The following terms are critical to the interpretation and implementation of the AIS requirements and apply to the process described in this memorandum:

Reasonably Available Quantity: The quantity of iron or steel products is available or will be available at the time needed and place needed, and in the proper form or specification as specified in the project plans and design.

Satisfactory Quality: The quality of iron or steel products, as specified in the project plans and designs.

Assistance Recipient: A borrower or grantee that receives funding from a State CWSRF or DWSRF program.

Step-By-Step Waiver Process

Application by Assistance Recipient

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

The waiver process begins with the SRF assistance recipient. In order to fulfill the AIS requirement, the assistance recipient must in good faith design the project (where applicable) and solicit bids for construction with American made iron and steel products. It is essential that the assistance recipient include the AIS terms in any request for proposals or solicitations for bids, and in all contracts (see Appendix 3 for sample construction contract language). The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

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

Proper and sufficient documentation must be provided by the assistance recipient. A checklist detailing the types of information required for a waiver to be processed is attached as Appendix 1.

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

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

Evaluation by EPA

After receiving an application for waiver of the AIS requirements, EPA Headquarters will publish the request on its website for 15 days and receive informal comment. EPA Headquarters will then use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

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

1. Posting – After receiving an application for a waiver, EPA is required to publish the application and all material submitted with the application on EPA's website for 15 days. During that period, the public will have the opportunity to review the request and provide informal comment to EPA. The website can be found at: http://water.epa.gov/grants_funding/aisrequirement.cfm

2. Evaluation – After receiving an application for waiver of the AIS requirements, EPA Headquarters will use the checklist in Appendix 2 to determine whether the application properly and adequately documents and justifies the statutory basis cited for the waiver – that it is quantitatively and qualitatively sufficient – and to determine whether or not to grant the waiver.

3. Signature of waiver approval by the Administrator or another agency official with delegated authority – As soon as the waiver is signed and dated, EPA will notify the State SRF program, and post the signed waiver on our website. The assistance recipient should keep a copy of the signed waiver in its project files.

Public Interest Waivers

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

EPA also has the authority to issue a public interest waiver that covers categories of products that might apply to all projects.

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

If you have any questions concerning the contents of this memorandum, you may contact us, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 or Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134.

Attachments

Appendix 1: Information Checklist for Waiver Request

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

Items	☐	No
General • Waiver request includes the following information: — Description of the foreign and domestic construction materials — Unit of measure — Quantity — Price — Time of delivery or availability — Location of the construction project — Name and address of the proposed supplier — A detailed justification for the use of foreign construction materials • Waiver request was submitted according to the instructions in the memorandum • Assistance recipient made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor		
Cost Waiver Requests • Waiver request includes the following information: — Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products — Relevant excerpts from the bid documents used by the contractors to complete the comparison — Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers		
Availability Waiver Requests • Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested: — Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials — Documentation of the assistance recipient's efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers. — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials • Waiver request includes a statement from the prime contractor and/or supplier confirming the non-availability of the domestic construction materials for which the waiver is sought • Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?		

Appendix 2: HQ Review Checklist for Waiver Request

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

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

Review Items	Yes	No	N/A	Comments
Cost Waiver Requests				
• Does the waiver request include the following information?				
— Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products				
— Relevant excerpts from the bid documents used by the contractors to complete the comparison				
— A sufficient number of bid documents or pricing information from domestic sources to constitute a reasonable survey of the market				
• Does the Total Domestic Project exceed the Total Foreign Project Cost by more than 25%?				
Availability Waiver Requests				
• Does the waiver request include supporting documentation sufficient to show the availability, quantity, and/or quality of the iron and/or steel product for which the waiver is requested? — Supplier information or other documentation indicating availability/delivery date for materials — Project schedule — Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of materials				
• Does supporting documentation provide sufficient evidence that the contractors made a reasonable effort to locate domestic suppliers of materials, such as a description of the process for identifying suppliers and a list of contacted suppliers?				
• Based on the materials delivery/availability date indicated in the supporting documentation, will the materials be unavailable when they are needed according to the project schedule? (By item, list schedule date and domestic delivery quote date or other relevant information)				
• Is EPA aware of any other evidence indicating the non-availability of the materials for which the waiver is requested? Examples include: — Multiple waiver requests for the materials described in this waiver request, for comparable projects in the same State — Multiple waiver requests for the materials described in this waiver request, for comparable projects in other States — Correspondence with construction trade associations indicating the non-availability of the materials				
• Are the available domestic materials indicated in the bid documents of inadequate quality compared those required by the project plans, specifications, and/or permits?				

Appendix 3: Example Loan Agreement Language

ALL ASSISTANCE AGREEMENT MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN SRF ASSISTANCE AGREEMENTS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE LAW:

Comply with all federal requirements applicable to the Loan (including those imposed by the 2014 Appropriations Act and related SRF Policy Guidelines) which the Participant understands includes, among other, requirements that all of the iron and steel products used in the Project are to be produced in the United States ("American Iron and Steel Requirement") unless (i) the Participant has requested and obtained a waiver from the Agency pertaining to the Project or (ii) the Finance Authority has otherwise advised the Participant in writing that the American Iron and Steel Requirement is not applicable to the Project.

Comply with all record keeping and reporting requirements under the Clean Water Act/Safe Drinking Water Act, including any reports required by a Federal agency or the Finance Authority such as performance indicators of program deliverables, information on costs and project progress. The Participant understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Clean Water Act/Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance of the maturity of the Bonds and/or other remedial actions.

Appendix 4: Sample Construction Contract Language

ALL CONTRACTS MUST HAVE A CLAUSE REQUIRING COMPLIANCE WITH THE AIS REQUIREMENT. THIS IS AN EXAMPLE OF WHAT COULD BE INCLUDED IN ALL CONTRACTS IN PROJECTS THAT USE SRF FUNDS. EPA MAKES NO CLAIMS REGARDING THE LEGALITY OF THIS CLAUSE WITH RESPECT TO STATE OR LOCAL LAW:

The Contractor acknowledges to and for the benefit of the City of _____ ("Purchaser") and the _____ (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund 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 Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

A**ppendix 5: Sample Certifications**

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company

Address City,

State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

AMERICAN IRON AND STEEL CERTIFICATION

1. Identification of American-made Iron and Steel: Consistent with the terms of the Borrower's bid solicitation and the provisions of the Consolidated Appropriations Act of 2014 ("Omnibus Spending Bill"), Section 436, the Bidder certifies that this bid reflects the Bidder's best, good faith to identify domestic sources of iron and steel for all iron and steel products contained in the bid solicitation where such American-made products are available on the schedule and consistent with the deadlines prescribed in or required by the bid solicitation.

2. Verification of U.S. Production: The Bidder certifies that all iron and steel products contained in the bid solicitation that are American-made have been so identified, and if this bid is accepted, the Bidder agrees that it will provide reasonable, sufficient, and timely verification to the Borrower of the U.S. production of each iron and steel product so identified through the completion of the step certification process.

3. The Bidder is responsible for submitting certified product information to the assistance recipient. Utilization of the step certification process is strongly encouraged. This process requires that each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that their step in the process was domestically performed and provides a letter of certification from each supplier/fabricator on transfer of intermediate product. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. An example certification letter can be found in Appendix 5 of the American Iron and Steel Provisions in the SRF General Conditions.

4. The American Iron and Steel provision applies in a manner consistent with United States obligations under international agreements. Typically, these obligations only apply to direct procurement by the entities that are signatory to such agreements. State Revolving Fund assistance recipients are not signatories to such agreements, so these agreements have no impact on the American Iron and Steel provision. Claims from suppliers that the American Iron and Steel provision does not apply to certain products based on the International Trade Agreement exemptions of the Consolidated Appropriations Act of 2014 will not be accepted.

5. Documentation Regarding Non-American-made Iron or Steel: The Bidder certifies that for any iron and steel product that is not American-made and is so identified in this bid, the Bidders has included in or attached to this bid the following, as applicable:

    a. Identification of and citation to a national waiver published by the U.S. Environmental Protection Agency on the official public Internet Web site of the Environmental Protection Agency that is applicable to such iron and steel product, and an analysis that supports its applicability to the iron and steel product;

    b. Verifiable documentation sufficient to the Borrower that the waiver request process has been initiated. The assistance recipient may receive a waiver at any point before, during, or after the bid process, if one or more of three conditions is met:

        1. Applying the American Iron and Steel requirements of the Act would be inconsistent with the public interest;

2. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

3. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

A checklist detailing the types of information required for a waiver to be processed can be found in Appendix 1 of the American Iron and Steel Provisions of the SRF General Conditions. Until a waiver is granted by EPA, the AIS requirements stand.

_____ _____

Bidder/Contractor Date

_____

Signature of Contractor/Title

CITY OF YANKTON
STANDARD SPECIFICATIONS

SECTION 203
EXCAVATION, TRENCHING AND BACKFILLING

203.1 DESCRIPTION:

Trench excavation and backfill shall include all excavation, backfilling, disposal of surplus material, and all other work incidental to the construction of trenches, including any additional excavation which may be necessary for manholes, fire hydrants, inlets, or other structures forming a part of the pipe line.

Work shall be in conformance with all local, State, Federal and other regulatory requirements pertaining to such work.

203.2 CONSTRUCTION REQUIREMENTS:

A. Excavation: The length of trench excavated in advance of pipe laying shall be kept to a minimum, and in no case shall it exceed 200 feet for sewers or water unless specifically authorized in writing by the Engineer. Minimum trench width for water at the bottom shall be equal to the outside diameter of the pipe plus sixteen (16) inches unless otherwise specified. For sewers, trench widths at the bottom shall not exceed:

15 inch diameter and smaller - 40 inches

18 inch diameter and larger - 1-1/2 x inside diameter plus 18 inches

In all cases, trenches must be of sufficient width to permit proper jointing of the pipe and backfilling of material around it. Trench width at the surface of the ground shall be kept to a minimum amount necessary to install the piping in a safe manner. Trenches shall be kept as nearly vertical as practicable or if required by the angle of repose of the material, the banks may be sloped a reasonable amount, or if required, the banks shall be properly sheathed and braced.

Excavation of manholes and other structures shall be sufficient to provide a minimum of 12 inches between surfaces and the sides of the excavation.

All material excavated from trenches and piled adjacent to the trench or in a roadway or public thoroughfare shall be piled and maintained so that the toe of the slope of the material is at least 2 feet from the edge of the trench. It shall be piled in such a manner as will cause a minimum of inconvenience to public travel, and provisions shall be made for merging traffic where such is necessary. Free access shall be provided to all fire hydrants, water valves and meters and clearance shall be left to enable free flow of storm water in all gutters, other conduits, and natural water courses.

If the contractor elects to bore or jack any portion not so specified, he shall first obtain approval from the Engineer.

The bottom of the trench shall be carried to the lines and grades shown on the plans or established by the Engineer, or at depths noted on the plans or in the specifications. Any excavation below the depths indicated shall be backfilled with select backfill material and compacted at the Contractor's expense.

Unstable soil shall be removed and replaced with gravel, crushed stone, or crushed slag, which shall be thoroughly tamped. The Engineer shall determine the depth of removal of unstable soil. The Contractor will not be paid extra for removing unstable soil and replacing with gravel, crushed rock or crushed slag unless separate unit price is provided for on the bid form.

The bottom of the trenches shall be accurately graded to provide uniform bearing and support for each length of pipe on undisturbed or compacted soil at every point along its entire length except at joints. Bell holes shall be excavated to assure even bearing of the pipe upon the bedding material and to permit accurate work in making and inspecting the joints.

B. Dewatering: Pipe trenches shall be kept free from water during pipe laying and jointing by such methods as the Contractor may elect, provided the method is acceptable to the Engineer. The Contractor shall be responsible for any damages of any nature resulting from the dewatering operations. Dewatering of the trench shall be considered as incidental to the construction, unless otherwise stated on bid form. A general dewatering permit is required when a discharge from pumping and dewatering, flushing and disinfection, or pressure testing could reach waters of the State. To obtain information on the general dewatering permit, contact DENR's Surface Water Quality Program, at 605-773-3351.

C. Ordinary Excavation: Ordinary excavation is all excavation not classified as rock excavation.

D. Rock Excavation: Solid rock excavation shall include solid rock formations requiring systematic drilling and blasting with explosives and any boulders or broken rock larger than 1 cubic yard in volume. Hard pan or cemented gravel, even though it would be advantageous to use explosives in its removal, will not be classified as solid rock excavation.

Solid rock shall be excavated to a width equal to outside diameter of the pipe, plus 24 inches and to a grade line of not less than 6 inches below bottom of pipe. Bottom of trench shall be brought up to grade by backfilling with selected backfill material and compacted to the satisfaction of the Engineer. The Contractor shall notify the Engineer at least 24 hours prior to any blasting. All blasting shall be done in accordance with local regulations. Any damage to persons or property resulting from blasting operations shall be the sole responsibility of the Contractor and his surety.

E. Paving and Sidewalk Cuts: Where necessary to make open cuts or excavation in slabs, pavements or sidewalks the Contractor shall do the same at the unit price bid. The entire backfill shall be placed and tamped in layers not exceeding 6" in depth. Moist earth may be required and the backfill shall be compacted to a density equal to 95% of maximum dry density as determined by AASHTO T99 (standard proctor) in order that the paving surfaces, slabs, or sidewalks may be promptly reconstructed. After approved backfilling is completed, the Contractor shall replace or reconstruct the slab, paving or sidewalk with like materials and in a manner satisfactory to the Engineer. All edges along or around the cuts in asphalt or concrete slabs shall be saw cut just prior to replacement in order to provide a neat and clean joint.

Removal of paved surface beyond that marked or indicated for pay quantity will be considered Contractor's responsibility and not paid for separately.

F. Prevention of Damage to Existing Structures: All below ground and above ground existing structures whether or not they lie within the limits of the easement obtained by the owner, shall be protected from damage. Where such existing fences, buildings, or any other structure must be removed in order to properly carry out the construction or are damaged during construction, they shall be restored to their original condition to the satisfaction of the property owner involved at no additional cost to the owner. The Contractor shall notify the Engineer of any damage to underground structures and repairs or replacements shall be made before backfilling takes place.

If the Contractor encounters existing structures which will prevent the construction of the pipe line and such structures are not properly shown on the plans, he shall notify the Engineer before continuing with the construction in order that the Engineer may make such field revisions as necessary to avoid conflict with the existing structures. The cost of waiting or down time during such field revisions shall be borne by the Contractor without additional cost to the owner. If the Contractor shall fail to notify the Engineer when the existing structure is encountered and shall proceed with the construction despite the interference, he shall do so at his own risk. The Contractor shall notify all public and private agencies, which are affected by the construction operation at least 48 hours in advance. It shall be the Contractor's responsibility to locate and expose, if necessary, all the existing underground utilities, considered structures, in advance of the trenching operation. Permission to expose any substructure must be obtained from the affected agency before any work takes place. Should interruption of domestic water or other utility service take place during construction, it shall be the Contractor's responsibility to notify the proper authorities. Full cooperation will be given to enable the restoration of service as soon as possible and the Contractor shall bear all costs of the repair.

The Contractor shall make note of the list of the major public utilities serving the area in which the project is to take place. Surface and underground utilities excepting service connections, which may affect the construction, will be shown on the plans insofar as they are known. The Contractor shall thoroughly acquaint himself with the nature of the utilities and any structure or thing that may interfere with the construction. Underground utilities are shown for the Contractor's convenience only, and the owner assumes no responsibility for improper locations or for failure to show utility locations on the construction plans.

G. Shoring and Bracing of Excavation: The Contractor shall be fully responsible for the needs, sufficiently and adequacy of bracing excavation. If sheeting is used to support the excavated trench, the sheeting shall be removed by the Contractor. No such sheeting will be permitted to remain in the trench except, when in the opinion of the Engineer, field conditions, the type of sheeting, or methods of construction used by the Contractor are such to make the removal of the sheeting impracticable. In such cases the Engineer may permit portions of the sheeting to be cut off to such a depth as he may approve and permit lower portions thereof to remain in the trench.

H. Traffic and Public Protection: No work shall proceed until the Contractor has sufficient signs, barricades, fencing, etc. at the job site for the protection of the public. Refer to SDDOT Specifications Section 634 and 984 for specific Traffic Control Devices requirements.

All trenches left open overnight shall be completely fenced off and barricaded.

At street crossings, driveways, and sidewalks, the Contractor shall bridge the trenches in an approved manner so as to prevent serious inconvenience in vehicular and pedestrian traffic and to provide access to public and private property. The location of such bridges shall meet with the approval of the Engineer and must be constructed and removed at the Contractor's expense.

Where pipelines are constructed in a local street or road parallel to the same, the street or road shall be kept open to traffic at all times by providing at least one open lane. No single traffic lane shall extend for more than 500 feet without provision being made for the passing of traffic. Traffic control on collector and arterial streets is to be coordinated with the City engineer.

Traffic control and safety barricading and fencing and temporary bridging, other than that specifically listed in the bid schedule is considered incidental to other bid items and will not be paid for separately.

I. Bedding: Bedding shall be defined as that material supporting and surrounding the pipeline and extending from the bottom of the trench excavation (or the top of special foundation material) to 6 inches above the top of the pipe and from trench wall to trench wall. Bedding material shall be placed and compacted in accordance with this section, plan requirements, and applicable parts of installation specifications for the type of pipeline being installed.

All pipe shall be bedded in material meeting the requirements shown below. Material shall be installed around the pipe in six inch layers to the limits shown in the plans, carefully placed to provide uniform bedding and lateral support for the pipe while maintaining true alignment and grade. Material shall be carefully and thoroughly hand compacted and tamped under, over, and around the pipe to provide uniform and continuous support and protection for the pipe. Bedding material shall be compacted to the same density specified for backfill in Paragraph J. below.

Bedding material shall be compacted in the trench bottom so that the pipe is installed on a firm, unyielding surface providing uniform and continuous support for the pipe barrel. Bell holes shall be excavated in the compacted bedding material and be of the minimum size required to construct satisfactory joints.

Bedding material shall not be dumped directly on the pipe from the top of the trench and shall be placed in such a way as to avoid movement of or damage to the pipe.

The most suitable on-site material that has consistent grading, with no particles larger than 1 inch diameter shall be used when select backfill is called for as bedding material.

Where bedding material is specified or shown on the plans as granular material it shall be Class I as defined in ASTM D2321 and specified below or Class II as defined in ASTM D2487 and specified below.

(1) Class I bedding material shall be Select Granular Backfill as specified in Section 850 of the South Dakota Department of Transportation Standard Specifications for Roads and Bridges, 1998 Edition. Contractor may submit samples of such other Class I material that he may desire to use to the Engineer for approval.

(2) Class II bedding material shall be Gravel Surfacing as specified in Section 882 of the above DOT Standard Specifications except that maximum size will be increased to 1". Contractor may submit samples of such other Class II material that he may desire to use to the Engineer for approval.

Granular material shall be Class II bedding material unless Class I bedding material is called for in the Plans. Locally available pit-run sand is acceptable as Class II bedding. The following placement of bedding and select backfill material shall be used unless otherwise noted:

Sanitary Sewer & Water Line granular material to 6" above pipe. Select backfill from 6" to 18" above pipe.

J. Backfilling: All native material or sand used for backfill shall be free from frozen materials, rocks, foreign material that may decompose, and other materials that may affect the stability of the backfill. Length of open trench shall not exceed 200 feet before backfilling shall commence.

All trenches and structure excavations shall be backfilled as soon as the jointing compound, mortar, concrete, etc. has attained a suitable degree of hardness, and this work shall be prosecuted expeditiously until completed.

The space between the pipe and the bottom and sides of the trench shall be packed and compacted as fast as placed up to the level of the top of the pipe. Bedding material as specified shall be used. Material shall be deposited carefully in the trench to avoid injuring the pipe and shall be placed in layers not more than six (6”) inches in thickness, and each layer shall be solidly and carefully tamped with a tamping bar in conjunction with other compactive tools and equipment. Select backfill shall be compacted with hand operated mechanical compactor. The filling shall be carried up evenly on both sides. The above method shall be used to cover the pipe to at least two (2') above its top. Stones larger than three inches in diameter shall not be placed within two feet of the top of the pipe.

All tamping above an elevation of two (2') feet above the crown of the pipe shall be placed and tamped in layers not more than 8 inches in thickness unless specialized compaction equipment has demonstrated effective in achievement of compaction requirements with larger lifts and shall be done by hand or with pneumatically operated tampers or other approved tampers. Tamping with the side or bottom of an excavating bucket shall not be acceptable.

Compaction will be in accordance with South Dakota Department of Transportation Standard Specifications Section 120 - Roadway and Drainage Excavation and Embankment Construction or these specifications, whichever is more stringent.

All backfill shall be compacted to 95% of maximum dry density at a moisture content within 2% of optimum as determined by AASHTO T99. Backfill material shall be pre-moistened dried or mixed if outside of that specified at Contractor's expense. Flushing will never be allowed. When the trench is filled the Contractor shall remove all surplus material leaving the work area clean and in good order to the satisfaction of the Engineer.

K. Guarantee of Backfilling: The Contractor shall maintain all excavations for a period of

two (2) years from date of acceptance of the work, and any depression caused by settling of the earth in the ditch or other excavation in the opinion of the Engineer becomes dangerous, due to the caving or settling of the earth in or above such excavation, the City shall cause such filling to be made and collect the cost thereof from the Contractor or his bond.

Should the City refill any excavation, such action will in no way relieve the Contractor of his responsibility on that part of the work, nor in any way relieve the Contractor of any liability caused by subsequent settlement or cavity of that portion of the excavation. Infiltration of earth due to leaky joints or clogging of earth due to rough joints shall be guaranteed against.

L. Clean-up: The Contractor shall clean up and dispose of all excess material, trash, wood, forms, and other debris at the local landfill unless otherwise approved. Landfill fees are Contractor's responsibility.

The Contractor shall clean up all parts of the work area which may have been used by him and replace same to satisfactory condition to the Engineer. He shall not leave equipment or materials stored in or on any part of the street or highway where work is not in progress or has been completed, and shall keep proper warning signals where necessary, in place at all times.

M. Sewer and Water Installation Contractors: All sewer and water installation must be done by a sewer and water installation Contractor licensed by both the State of South Dakota and the City of Yankton. This requirement shall not be required of persons licensed as a plumbing contractor in the City of Yankton.

N. Backfilling and Grading in Unimproved Areas: Backfill in areas not containing surface improvements shall be the same as that specified above – 95% of AASHTO T99 +/- 2% of optimum moisture.

O. Topsoil: Place minimum of 6 inches of topsoil over areas to be sodded or seeded. Topsoil may be salvaged prior to trenching; imported or borrowed but must meet or exceed quality of existing undisturbed material.

CITY OF YANKTON
STANDARD SPECIFICATIONS

SECTION 210
SEWER CONSTRUCTION FOR SANITARY SEWER MAINS, SERVICE LINES AND APPURTENANCES

210.1 DESCRIPTION:

The work covered by this section includes furnishing, inspecting, storing, handling, laying, and testing of sewer pipe and appurtenances required for the installation of sewer mains and service lines. The Contractor shall furnish all materials, equipment, plant, labor, supervision, and incidentals necessary to complete this work.

210.2 SANITARY SEWER MAINS:

The pipe used in the construction of the sewer mains and service lines shall be tested at the factory for compliance with applicable standard specifications specified herein. The manufacturer shall furnish a certificate and test report for each carload, truckload or segment thereof showing the conformity of the pipe with the specifications. Manufacturer shall also certify that each and every piece of pipe and fitting has been inspected for defect and that defective pieces have been rejected. Contractor shall furnish above certificates and test reports to the Engineer prior to installing pipe.

If, during the course of the work, it appears to the Engineer that the above measure has not provided adequate quality control, he may require the Contractor to provide, at the Contractor's sole expense, substantiation of the pipe's compliance with the specifications from an independent testing laboratory acceptable to the Engineer.

When PVC pipe or ductile iron pipe are used, each piece shall bear complete markings and identification as required in ASTM D3034 and ANSI A21.51, respectively.

The Contractor shall inspect all pipe and fittings upon delivery and reject any that do not meet the specifications. He shall make a final inspection of each piece of pipe and each fitting immediately before it is installed. Rejected material shall be removed from the job site promptly.

A. PVC SEWER MAIN AND FITTINGS:

PVC pipe and fittings in sizes 4" to 15", inclusive, shall meet the requirements of ASTM D3034 and shall have a Standard Dimension Ratio (SDR) less than or equal to 35.

PVC pipe and fittings in sizes 18" to 27", inclusive, shall meet the requirements of ASTM F679 and shall have an SDR less than or equal to 35.

Pipe shall be joined with an integral bell, bell-and-spigot rubber gasketed joint conforming to the requirements of ASTM D3212 with gaskets meeting requirements of ASTM F477.

PVC material for pipe shall be polyvinyl chloride having a cell classification of 12364-B as defined in ASTM D1748. Pipe manufacturer may use clean reworked PVC material within limit imposed by the above specifications.

Fitting joints shall be sealed with a rubber gasket. PVC material for fittings shall have a cell classification of 12454-B, or 12454-C or 13343-C as defined in ASTM D1784.

Special fittings and adapters, not subject to one of the above standard specifications, shall be subject to the approval of the Engineer.

B. DUCTILE IRON PIPE SEWER MAIN:

Ductile iron pipe (DIP) shall comply with provisions of ANSI A21.51. Pipe shall be of the size shown on the Plans and specified in the Bid. Pipe shall be Class 50 unless shown otherwise in the Plans and/or the Bid.

Pipe shall be furnished with push-on joints unless mechanical joints are specified on the Plans. Pipe joints shall comply with requirements of ANSI A21.11.

Pipe shall be furnished with an asphaltic outside coating approximately 1 mil thick. Pipe shall be cement mortar lined in accordance with the provisions of ANSI A21.4. Lining shall be standard thickness.

Due to prevailing soil conditions, all ductile iron pipe where the joint is assembled with nuts and bolts shall be wrapped with a minimum 8 mil polyethylene encasement sufficient to prevent soil contact with the joint in accordance with AWWA C105.

210.3 EXCAVATION, BEDDING AND BACKFILL:

Excavation, bedding and backfill for installation of sewer main shall be as specified in Section 203 and in this Section of the Technical Specifications.

210.4 INSTALLATION OF SEWER MAIN:

PVC pipe shall be installed in accordance with Uni-Bell Plastic Pipe Association recommended Standard UNI-B-5 and the manufacturer's written recommendations except as these specifications and recommendations are changed, modified, added to or deleted from herein. Ductile iron pipe shall be installed in accordance with AWWA C600, the manufacturer's written recommendations and as specified herein.

Unless special permission is given, no pipe shall be laid except in the presence of the Engineer or his representative.

Pipe shall be laid up grade from manhole to manhole with the bells uphill. It shall be laid on a stable foundation with bearing under the full length of the barrel, with no bearing on bells. The pipe shall be laid accurately to line and grade with the spigot centered in the bell.

The Contractor may, at his option, maintain the sewer grade either by laser equipment or batter boards. If the batter board method is used, at least three batter boards shall be maintained at all times. Whichever method is used, the Contractor shall use targets or such other practical means as are available to check the accuracy of stakes and the correctness of the pipe lines and grade.

Trenches and pipes shall be kept free of accumulated water until the sewer has been bedded and backfilled. When the trench is left for the night or pipe laying is stopped because of rain or other reasons, the ends of the pipe shall be plugged to prevent dirt or other substances from entering the sewer. The interior of the pipe shall be kept clear of all dirt and superfluous substances of all kinds.

Where water lines cross under gravity sewer lines either the water main or the sewer main shall be encased in a watertight carrier pipe that extends 10 feet on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be PVC, ABS, or HDPE, and the ends sealed with a rubber gasket or boot. The Contractor shall encase piping at other locations as shown on the plans or as may be directed by the Engineer.

210.5 SEWER TESTING:

A. Sewer Main Testing:

Each completed section of sewer main between manholes shall be inspected visually to verify accuracy of alignment and grade and freedom from debris or obstruction. The full diameter of the pipe shall be visible from manhole to manhole with mirrors and lights.

Each section of PVC sewer mains between manholes shall be subjected to a deflection test by hand pulling a rigid ball or mandrel equal in size to 95% of the base inside diameter of the sewer being inspected. Tests shall be performed by the Contractor in the presence of and to the satisfaction of the Engineer. Tests shall be performed without mechanical pulling devices after the backfill has been in place for at least 30 days. No pipe shall exceed a deflection of 5%. If deflection exceeds 5%, the Contractor shall locate and correct the unsatisfactory portion of the line at his own expense, and re-test the section in question until satisfactory results are obtained.

All new sewer main and all sewer service line as directed by the Engineer shall be subjected to a leakage test. Contractor shall furnish all labor, materials and equipment necessary to perform the tests. Tests shall be performed in the presence of and to the satisfaction of the Engineer. Sections of sewer which fail to pass the leakage test shall have defects located and repaired or replaced and be retested until within the specified allowance. Test section shall be from manhole to manhole.

The leakage test shall be as per ASTM C-924 for concrete pipe and ASTM F-1417 for plastic pipe.

B. Manhole Testing:

The Contractor shall conduct leakage testing on all new manholes and on all existing manholes that have been modified or connect to. Leakage testing shall be performed using either exfiltration testing or vacuum testing.

For exfiltration testing, leakage from the manhole shall not exceed 2.0 gallons per day per vertical foot of manhole when the water level is maintained at four feet below the top of rim elevation. Sewer lines shall be adequately plugged against thrust due to water pressure.

For vacuum testing, the manhole vacuum test shall be performed in accordance with ASTM C1244. The following procedure is summarized from ASTM C1244 and shall be followed in conjunction with ASTM C1244 unless modified by the Engineer. The vacuum test shall include testing the top of the manhole, excluding the adjusting rings and manhole frame and cover. Testing will be allowed after backfilling has occurred or as specified in the Special Provisions. Manhole vacuum tester assembly and vacuum pumps shall be as manufactured by Cherne Industries, Inc. or approved equal.

Procedure

1. All lift holes shall be plugged.

2. All pipes entering the manhole shall be temporarily plugged, taking care to securely brace the pipes and plugs to prevent them from being drawn into the manhole.

3. The test head shall be placed at the top of the manhole in accordance with the manufacturer's recommendations.

4. A vacuum of 10 inches of mercury shall be drawn on the manhole, the valve on the vacuum line of the test head closed, and the vacuum pump shut off. The time shall be measured for the vacuum to drop to 9 inches of mercury.

5. The manhole shall pass if the time for the vacuum reading to drop from 10 inches of mercury to 9 inches of mercury meets or exceeds the values indicated in Table 210.5.1.

6. If the manhole fails the initial test, necessary repairs shall be made by an approved method. The manhole shall then be retested until a satisfactory test is obtained.

Table 210.5.1

Minimum Test Times for Various Manhole Diameters in Seconds

	Time (seconds)		
Depth (ft)	**48 in. Diameter**	**60 in. Diameter**	**72 in. Diameter**
8	20	26	33
10	25	33	41
12	30	39	49
14	35	46	57
16	40	52	67
18	45	59	73
20	50	65	81
22	55	72	89
24	59	78	97
26	64	85	105
28	69	91	113
30	74	98	121

The Contractor shall be responsible for the repair of any and all damage to surface improvements, including pavement and curb and gutter, resulting from the repair of unsatisfactory sections of sewer main or service line identified by the test specified in this section.

210.6 WYES AND TEES:

Wyes and tees shall be installed as shown on the Plans or as specified herein. Wyes and tees and other fittings used therewith shall be of one piece, of the same material as the main on which it is installed and joints shall meet the requirements of the main line joints.

Wyes or tees for service line connections shall be installed as indicated on the Plans or as directed by the Engineer. Wye and tee locations, if shown on the Plans, are based on the information available during design of the system. It may be necessary to change the location of wyes and tees due to underground obstacles, unforeseen conditions, or actual location of service lines as determined by the Contractor during construction. Contractor shall make necessary changes to meet actual conditions for the unit price bid for wyes and tees with no extra cost to the Owner.

The Contractor shall keep an accurate record of the location of all wyes and tees including measurement to two above ground structures or manholes. This record shall be given to the Engineer upon completion of the project.

210.7 MANHOLES:

Manholes shall be four (4) feet in diameter and constructed of precast concrete rings conforming to requirements to ASTM C478 except as modified or changed herein. Precast top sections shall

be eccentric cones where total manhole depth is six feet and more. For manholes of less than six feet deep, top section shall be flat, Cretex Type II or equal.

Manholes shall be supplied without steps. Bases shall be precast of the standard design manufactured by the supplier of the manhole rings. Cast in place base may be used around existing sanitary sewer pipes as approved by engineer. Grade and adjusting rings, where used, shall conform to requirements of ASTM C478. Total height of adjusting rings may not exceed 12 inches.

Manhole frames and covers shall be ASTM A48, Class 35 grey iron, castings similar and equal to Neenah R-1733-B with self sealing Type A solid ribbed lid weighing a minimum of 195 pounds, and two lifting holes. All casting shall have an O-ring seal fitted securely into a machined, dovetail groove in the cover, similar and equal to Neenah Self-Sealing Lid and shall have cast lettering label, "Sanitary Sewer". Contractor shall furnish to the Owner a cover lifting device designed to remove lids actually supplied.

Changes in pipe size and grades through manholes shall be made gradually and evenly. Changes in direction shall have a smooth curve of as large a radius as the manhole will permit. The invert shall slope evenly from the manhole inlet to the outlet except where the inlet sewer is more than two feet above the outlet sewer, in which case the manhole shall be constructed with a drop connection. Invert channels shall be smooth, accurately shaped and in accordance with the Plan elevations or as modified by the Engineer. Invert channels shall be formed by hand troweling cement grout directly on the concrete base.

Connections of the sewer pipe to the manholes shall be made using a short section of pipe in such a manner so as to provide a flexible joint within 18" of the manhole. Where shown on the Plans, plugged stubs shall be installed in manholes. Channels shall be constructed in the manhole for the stubs the same as for other sewers entering the manhole. Where unstable subgrade is encountered at the manhole base, it shall be stabilized as specified in Section 203.2.

All manholes shall be watertight and subject to a leakage test as specified elsewhere. Rubber or neoprene waterstops or a rubber boot device shall be used on plastic sewer pipe to develop a watertight seal where connecting to the manhole. Contractor may elect to use manhole adapters approved by the Engineer in lieu of the waterstops. All lifting holes shall be grouted and coated outside with a bituminous material. Joints of precast concrete manhole rings shall be sealed with Ram-nek or equal or an O-ring gasket seal may be used. Additional measures shall be taken as necessary by the Contractor to prevent leakage.

210.8 MANHOLE EXTERNAL FRAME SEAL:

Manhole external frame seals shall be Wrapid Seal as manufactured by CANUSA-CPS, Infi-Shield Uni-Band as manufactured by Sealing Systems Inc., and Internal/External Frame Seal as manufactured by Adaptor Inc., or approved equal. Infi-Shield manhole external frame seals manufactured by Sealing Systems will only be allowed in street pavement areas. The seal (for the Sealing Systems, Inc. product) shall be a continuous band made of high quality EPDM (Ethylene Propylene Diene Monomer) rubber with a minimum thickness of 60 mils. Each unit shall have a

2-inch-wide mastic strip on the top and bottom of the band. The mastic shall be a nonhardening butyl rubber sealant with a minimum thickness of 3/16 inch and shall seal to the cone/top of the manhole section and over the flange of the casting. The manhole external frame seal shall extend onto the casting and the cone section a minimum of 2 inches. Manhole external frame seals shall be installed in accordance with the manufacturer's recommendations.

210.9 MANHOLE EXTERNAL JOINT SEAL:

Manhole external joint seals shall meet the requirements of ASTM C877 Type III and are required on all manhole joints. The wrap must provide a minimum seal width of 9 inches and a minimum thickness of 60 mils. Approved manhole external joint seals shall be:

- Infi-Shield Gator Wrap as manufactured by Sealing Systems Inc.
- EZ-Wrap as manufactured Press seal Gasket Corporation wrap.
- Mar Mac Seal Wrap as manufactured by Mar Mac.

210.10 SERVICE LINES:

Sewer service line pipe and fittings shall be PVC, meeting the same specifications shown in Section 210.2 for sewer main.

Sewer service line pipe installation shall be in accordance with specifications shown in Section 210.5 for sewer main except as changed or modified in this Section.

Minimum grade shall be 1.05% for 4" and 0.60% for 6" service lines.

Each service line shall be terminated with a plug and as shown in the Plans. A steel fence post of a minimum 3 feet in length shall be buried in a vertical position at the end of each service line. The top of the fence post shall be set 3" to 6" below finished grade. All costs of furnishing and installing the fence post shall be absorbed in the unit prices bid for 4" and 6" plug and sanitary sewer service line.

Sewer service lines shall be installed as stated above, however, sewer service lines shall be laid in separate trenches from water service lines at least ten feet (10') apart horizontally. Sewer service lines may be installed in the same trench with the water service line only when conditions prevent separate trenches and when approved by the Engineer

210.11 FORCE MAIN:

All pipe for sanitary sewer pressure piping (force mains) shall conform insofar as appropriate to the City of Yankton Standard Specifications for water main.

A. Force Main Tracer Wire :

The tracer wire system shall be installed with ductile iron and PVC force mains to the satisfaction of the Engineer.

Tracer wire shall be No. 12 solid single strand type TW or THHN, or approved equal. The tracer wire color shall be green in color.

The conductor shall be solid or stranded copper per ASTM B-1, B-3, or B-8. The ground rod shall be a 3/8-inch diameter, 60-inch long steel rod uniformly coated with metallically bonded electrolytic copper. Blackburn Catalog No. 3755, or equal. The tracer wire terminal boxes shall be placed at no more than 1,000 feet apart from one another or as specified on the drawings.

Splice kits shall be Scotchlok DBY Y Connectors or equal.

The cost of the tracer wire system is considered to be a part of the cost of the force main installation.

B. Tracer Wire Installation:

Tracer wire shall be installed with PVC and ductile iron force mains. The wire shall be installed along the lower quadrant of the pipe, but the pipe shall not be laid directly on the wire. Ground rods shall be installed adjacent to connections to existing piping and in the locations specified on the plans. The tracer wire shall be brought to each tracer wire terminal box and brought to grade. The tracer wire shall be spliced only if approved by the Engineer and all underground splices shall be inspected by the Engineer prior to backfilling.

The Contractor shall be responsible for testing the tracer wire system for conductivity. Testing for conductivity shall be completed prior to finish surfacing activities. If the tracer wire does not function as intended, the Contractor shall repair the system to the satisfaction of the Engineer.

End of Section

CITY OF YANKTON, SD
STANDARD SPECIFICATIONS

SECTION 501
WATER DISTRIBUTION SYSTEM

501.1 DESCRIPTION:

The work covered by this section consists of furnishing and installation of the various sizes, types and classes of pressure piping, fittings, and other appurtenances required to complete the work in accordance with the plans and specifications. All construction and materials shall conform to the requirements of the South Dakota Department of Environment and Natural Resources and associated U.S. Environmental Protection Agency (EPA) Standards. All construction procedures and watermain installation shall be in accordance with manufacture's recommendation and requirements and with City, State, Federal and other regulations, codes and ordinances pertaining to such work.

WATER SUPPLY MAINS

501.2 MATERIALS:

All materials shall conform to the current standard specifications referenced herein except as noted otherwise.

A. General Appurtenances:

(1) Specials and Fittings: for pipe shall be Class D conforming to AWWA C 153/ANSI A 21.53 Ductile iron Compact fittings, 3 inch through 24 inch and 54 inch through 64 inch Specials and fittings for use with mechanical joint pipe shall conform to ANSI Specification A21.11.

(2) Bolts, Nuts and Washers: for bolted joints shall conform to the recommendations of the pipe manufacturer and conform to AWWA C111 or ANSI A21.11.

(3) Cement Mortar: lining of standard thickness shall coat the inside of all cast iron pipe, specials and fittings conforming to ANSI Specification A21.4 and AWWA C 104/A 21.4. The outside of cast iron pipe shall be coated with a bituminous coating (AWWA C 203).

(4) Jointing Materials: Packing for joints of standard type bell and spigot pipe and fittings shall be wedge section rubber rings packing. Unless otherwise required all jointing material shall conform to AWWA C111/ANSI A21.11.

(a) Mechanical Joint Accessories: Including bolts necessary gasket

materials for each bell of mechanical joint pipe and fittings shall be furnished by the pipe manufacturer, conforming to ANSI Specification A21.11. Glands shall be coated with bituminous material.

(b) Slip Type Joints: If slip type joint "Tyton" equivalent is used the manufacturer's instructions and materials for the specific joint shall be used.

(c) Push-On-Joints: shall be furnished with standard joint materials including rubber ring gaskets and gasket lubricant in sufficient quantities for the specified total laying length of pipe.

Fittings and valves shall be mechanical joint unless otherwise noted. Fittings shall be manufactured by one of the following manufactures: American, U.S. Pipe, Griffen Pipe, Union, Tyler and Clow.

B. Ductile Iron Pipe: Ductile iron pipe shall be cement mortar lined conforming to the ductile iron pipe standards ANSI A21.51 (AWWA C151) and AWWA C104 with joints the same as that provided for cast iron pipe. Pipe thickness shall be Class 50 unless otherwise noted on the plans.

C. PVC Pipe: PVC pipe shall be Class 150 or heavier and shall meet the requirements of AWWA C900 Poly (Vinyl Chloride) (PVC) Pressure Pipe and Fabricated Fittings, 4 in. Through 12 in., for Water Distribution. Class 150 pipe shall conform to the requirements of DR 18 and Class 200 shall meet the requirements of DR 14.

All pipe shall be suitable for use as a pressure conduit. Provisions must be made for expansion and contraction at each joint with an elastomeric ring. The bell shall consist of an integral wall section with an elastomeric ring, which meets the requirements of ASTM F477, Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe. The wall thickness in the bell section shall conform to the requirements of ASTM D3139. Sizes and dimensions shall be as shown in the standards cited in this specification. When used for potable water systems, pipe shall meet ANSI/NSF Standard No. 61. The pipe shall be manufactured to cast iron or ductile iron outside dimensions in accordance with AWWA C900.

The minimum wall thickness shall be:

Size (in.)	DR	4	6	8
T (in.) Class 150	18	0.267	0.383	0.503
T (in.) Class 200	14	0.343	0.493	0.646

Size (in.)	DR	10	12
T (in.) Class 150	18	0.617	0.73
T (in.) Class 200	14	0.793	0.94

Standard laying lengths shall be 20 feet (plus or minus 1") for all sizes. At least 85% of the total footage of pipe of any class and size shall be furnished in standard lengths and the remaining

15% in random lengths. Each length of pipe shall be tested to four times the class pressure of the pipe for a minimum of 5 seconds. The integral bell shall be tested with the pipe.

Pipe shall be a minimum Class 150 unless otherwise called for on the plans and specifications.

D. Valves: All valves shall be designed for a minimum water working pressure of not less than 150 pounds per square inch. The valves shall conform to Federal Specifications WW-V-0054a, WW-V-58, and AWWA Standard C-509. Valves shall be all bell with a two-inch (2") operating nut, unless otherwise noted. Valves shall be iron body, fully bronze mounted, stationary stem, resilient wedge and shall be opened by turning counter-clockwise. The operating nut shall have an arrow, cast in the metal indicating the direction of the opening. Each valve shall have the maker's monogram or initials, pressure rating, and year of manufacturer cast on the body. Valves shall be provided with "O" ring seal plates. Valves shall be similar and equal to American Series 2500, U.S. Pipe Metroseal or American AVK Co. Series 45.

The seal plate shall be fitted with at least two (2) "O" rings. The "O" rings shall be precision rubber product's quality number 122-70 or equivalent. All cast iron surfaces of valves shall be thoroughly cleaned and coated with asphaltic varnish, applied hot. All bronze shall be left bright.

Prior to shipment from the factory, each valve shall be tested by hydraulic pressure equal to twice the specified water working pressure. A written certification shall be furnished by the manufacturer that each valve has been satisfactorily tested and is watertight.

E. Valve Boxes: All valves shall be equipped with heavy duty valve boxes consisting of a cast iron enter section, and a top section with cover which shall be marked "Water". The top section shall be adjustable for elevation and have a maximum extended length of 72 inches. Must be Tylor pipe Model 666-S, or approved equal. The valve boxes shall be equipped with a rubber boot/sleeve that covers and firmly holds the bottom of the valve box over the valve nut (Valve Box Adapter II).

F. Fire Hydrants: All fire hydrants shall be of a standard make and shall comply with the latest standard specification adopted by the American Water Works Association (C502) and meet with the Standard requirements of the National Board of Fire Underwriters and will have a highway (breakaway) type flange. All hydrants must have a bronze to bronze seat.

Fire hydrants and extensions shall be yellow. Color shall be selected by Owner from color chips submitted with shop drawings.

Unless otherwise specified or shown on the drawings, all hydrants shall have two (2) 2-1/2" nozzles and one (1) 4-1/2" nozzle with National Standard hose coupling threads. Nozzles shall be bronze or other non-corrosive metal. Nozzle caps, chained to the barrel shall be provided.

The hydrant valve shall close with the pressure of the water in the mains and unless otherwise specified all valve openings shall be 5-1/4" minimum sized. Hydrants shall have mechanical joint connections for connecting to 6" size branch line from the water main unless otherwise

indicated on the drawings. There shall be on obstruction whatsoever in the hydrant, which interferes with a free flow of water and creates undue friction loss. All hydrants shall have a positive drain mechanism, which will permit the water to escape readily from the hydrant barrel when the hydrant valve is closed. This drain mechanism must be closed when the hydrant is partially or fully open.

Fire hydrants are to be stamped by manufacturer with raised lettering indicating the date that matches the year of the project.

The hydrant valve and valve stem shall be removable from the upper barrel or bonnet without the necessity of digging up the hydrant.

All hydrants shall be of the proper length to provide the amount of cover over the branch line connection as specified for cover over the watermains to which the hydrants are attached.

The opening direction of the hydrant shall be counter-clockwise and operating, but shall be the same as those on the hydrants elsewhere in the city.

G. Make of Hydrants: All hydrants furnished by the Contractor shall be American Darling B-62B or B84B, Waterous Pacer WB67, Mueller Super Centurion 200, Clow Medallion 2546-5B or American AVK Co. Model 2700. All hydrants shall be furnished to the appropriate bury depth for project conditions. A minimum six and one-half foot bury hydrant will be used to account for standard 6-foot (in the street) ground cover/ 6 inch fire hydrant lead and 6 inch ground rise for standard behind the curb ground surface rise.

H. Concrete: South Dakota Department of Transportation Standard Specifications for Class M-5.

WATER SERVICE LINES

501.3 MATERIALS:

All materials and fittings shall conform to the standard specifications referenced herein except as noted otherwise (AWWA C 800).

A. Copper Piping: All water service lines shall comply with ASTM-D-88 Type "K", seamless soft annealed.

B. Corporation Stops: Corporation stops shall be made from brass as furnished by either Ford (F600), Mueller (H-15000), McDonald (4700) or an approved equal. The corporations shall be provided with AWWA taper threads on the inlet and a flared or compression copper connection on the outlet.

C. Service Saddles: Service saddles will only be installed when PVC watermain is specified or used. Service saddles furnished shall be "Ford" S90 brass saddles for C900 PVC pipe or an approved equal. The service saddle body and strap shall be cast from 85-5-5-5 brass

per ASTM B-62 and AWWA C800. The body and strap shall be permanently hinged together with a stainless steel or silicon bronze pin. The clamping bolt shall be a slotted hex head made from 18-8 stainless steel. The saddle shall be provided with a "Buna-N" rubber "O" ring gasket. The saddle body shall be provided with AWWA tapered threads to allow the installation of either a "Ford" F600 series, "Mueller" H-15000 or McDonald 3805 and 3806 corporation stops.

D. Curb Stops: The curb stops shall be manufactured from heavy duty brass and shall be of the ball valve type as manufactured by Ford, Mueller, McDonald or an approved equal. Curb stops shall be provided with tee head checks and have a flared or compression copper fitting on one end and a compression copper fitting on the other end.

E. Curb Stop Boxes: Curb stop service boxes shall be dip coated with asphaltum paint and have the lower section made of cast iron with a 1-1/4" steel pipe extension service box upper section H 1030 Mueller Co. with cover #5830 Hays, 5614 McDonald with 5614L cover or equal. All curb stop service boxes shall be able to telescope a minimum of 12".

F. Fittings and Connections: (AWWA C 800) All fittings or connections used shall be constructed of heavy-duty brass and shall be of the compression type for copper water piping.

501.4 CONSTRUCTION REQUIREMENTS:

A. General: All pipe and fittings shall be laid in trenches to the depth or grade shown on the plans, but in all cases with a minimum cover of 6 feet over the top of the pipe at the locations shown on the drawings and/or as directed by the Engineer. All pipe and fittings shall be installed as specified in this Section. Unless otherwise specifically called for on the plans or the specifications, all pipe and appurtenances thereto shall be new material meeting the requirements of these specifications (AWWA C 600 and 602 or AWWA C605 as is applicable).

The Contractor will be held responsible to insure the protection of all existing improvements such as fire hydrants, street lights, traffic lights, parking meters, traffic signs, catch basins, manholes, valves, survey monuments, overhead utility lines and poles, and any existing underground sprinkler or utility lines which may be damaged during the execution of the contract. It will be the Contractor's responsibility to replace all public improvements so damaged at his own expense. Contractor is responsible to call for locates on all underground utilities.

The Contractor shall take proper precautions for the protection of and replacement or restoration of driveway culverts, street intersection culverts or aprons, storm drains or inlets, fences, irrigation ditches crossings and diversion boxes, mail boxes, shrubbery, sod, trees, driveway approaches and all other public or private installations that may be encountered during the performance of the work. He shall provide each property with access at all times during construction. Existing driveways shall be cut, filled and graded as required or as directed by the City representative to provide permanent access. Existing driveways shall be resurfaced with the then existing type of surfacing, whenever surfaces are destroyed. Costs are considered incidental and will not be paid for separately unless listed separately on bid schedule.

Excavation, trenching and backfilling will be in accordance with City of Yankton Standard

Specifications pertaining to such work - Section 203.

B. Handling of Pipe: Unloading of pipe from railroad cars, truck or trailers and the placing of the pipe in their final locations of the work shall be carefully performed in an approved manner in order to avoid damage to the pipe or its coating.

C. Excavation, Trenching and Backfilling: Excavation, trenching and backfilling shall conform to standards and regulations governing such work and the requirements set forth in the excavation, trenching and backfilling section of the Technical Specifications. Backfill is to be compacted to 95% of maximum density ASTM D 698 (standard proctor density) at +/- 2% of optimum moisture content.

D. Tapping: Tapping of watermains for water service lines shall be accomplished in one of two methods as specified below:

Where the plans specify that the City will install the water service line taps the City will furnish labor, equipment and corporation stops, up to a maximum of a 1" corporation. Notify the City Water Department a minimum of 24 hours prior to the time that taps are desired. The tapping pit and trench excavation are the Contractor's responsibility and subject to the approval of water department personnel.

When service saddles are specified on the plans, the contractor shall be responsible for furnishing all labor, materials and equipment for the complete installation of the service saddle and corporation stop. Payment for service saddles and corporation stops shall be as noted elsewhere in these specifications.

In installations that require a tap larger than a 1" tapped tee, meeting the same requirements of Materials Section shall be installed with the specified corporation stop. The cost of the tapped tee and corporation stop shall be borne by the contractor unless it is included in the bid schedule.

Multiple small diameter taps in the conjunction with a yoke to join the taps will not be permitted. The Contractor shall be responsible for securing and paying for all water connection permits and fees. It is the Contractor's responsibility to contact the Department of Public Works for current fee schedules. The Contractor shall not receive additional payment for permit fees.

E. Installing Fire Hydrants: Fire hydrants shall be set at the locations indicated on the drawings or as directed by the Engineer. Setting details shall be as indicated on the detail drawings.

In the area surrounding the drain mechanism for the hydrant, 3 cubic feet of crushed rock or equivalent porous material shall be placed to provide adequate drainage from the barrel of the hydrant.

Each hydrant shall be set to the same depth of cover as specified for the water mains and no hydrant shall be set more than 3" above or below the ground line mark cast thereof, then the hydrant shall be set so that the 2-1/2" nozzles will be at least 18 inches from the ground and not

more than 24 inches above the finished ground line.

F. Installation of Water Pipe and Appurtenances: Piping for water mains may be of PVC or ductile iron as called for. Piping for water service lines shall be type "K" copper as specified elsewhere in these specifications. All pipe and accessories shall be new. Pipe and accessories shall be handled in such a manner as to insure delivery to the trench in sound, undamaged condition. Particular care shall be taken not to injure the pipe coatings. No other pipe or material of any kind shall be placed inside a pipe or fitting. The interior of the pipe shall be thoroughly cleaned of foreign matter before being lowered into the trench and shall be kept clean during laying operations by plugging or other approved methods. The full length of each section of pipe shall rest solidly upon the pipe bed with the recesses to accommodate bells and joints, shaped by hand. Pipe shall not be laid in water or when trench or weather conditions are unsuitable for work. Water shall be kept from the trench until the joints have been completed in a satisfactory manner.

When work is not in progress, open ends of pipe and fittings shall be securely closed to prevent the entrance of trench water or other extraneous substances. Any section of pipe found to be defective before or after laying shall be replaced with sound pipe without additional expense to the City.

Where water lines cross under or where the bottom of the water line is within 18” of the top of a gravity sewer main, storm sewer or a sewer service line, either the water main or the sewer main shall be encased in a watertight carrier pipe that extends 10 feet on both sides of the crossing, measured perpendicular to the water main. The carrier pipe shall be PVC, ABS, or HDPE, and the ends sealed with a rubber gasket or boot. The Contractor shall encase piping at other locations as shown on the plans or as may be directed by the Engineer.

Water service lines shall be installed as stated above, however, water service lines shall be laid in separate trenches from sewer service lines at least ten feet (10') apart horizontally. Water service lines may be installed in the same trench with the sewer service line only when conditions prevent separate trenches and when approved by the Engineer

All water service line connections at the watermain shall be no closer then 18" apart and no closer than 24" to a bell or mechanical joint. The final location of the curb stop shall be as determined by the Engineer.

Adjust valve boxes, curb boxes and other appurtenances to the proposed final surface grades.

(1) Blocking and Joint Restraint: All hydrants, bends, tees, plugs and other appurtenances in the pipeline shall be secured against movement by suitable thrust restraint. Blocking shall consist of poured concrete and shall be placed in accordance with the following City of Yankton Standard Plates:

1. 34-1 - Standard Thrust Rod Details.
2. 34-2 - Blocking for Convex Vertical Bend - buried.
3. 34-3 - Standard Thrust Block Details.

4. 34-4 - Typical Ditch Section (used for utility conflicts also).

Poured concrete shall not be placed over the entire fitting. The contact surface shall be limited to areas as shown on standard plates.

Dry (precast) concrete blocks can be used to substitute poured concrete on dead end plugs and tees. Soil bearing surface must be equal to or exceed that shown for poured blocks. Poured concrete may be required by Engineer if in his judgment field conditions are unsuitable for precast blocks.

Rodding in conjunction with uniflange/star clamp restrainers may be used on 45-degree vertical bends. Fire hydrants are to be rodded (use of uniflange/star clamps acceptable).

(2) Future Connections: Pipe ends left for future connections shall be valved, plugged or capped.

(3) Cutting Pipe: Cutting of pipe shall be done in a neat and workmanlike manner without damage to the pipe. Cutting shall be done by means of an approved type of mechanical cutter. Wheel cutters shall be used when practicable.

(4) Cut-In Connections: All cut-in connections shall be made by using a standard tee and sleeve. Connections under pressure will be permitted by use of standard tapping valve and sleeve. No cut-in connections will be allowed by using cut-in tees.

G. Installing Valve Boxes: Valve boxes shall be centered on the valves and shall rest on compacted backfill. The top of the entire assembly shall be plumb. Earth fill shall be carefully tamped around each valve box and adjusted to proposed finish grade.

H. Ductile Iron Pipe: All installations of PVC, cast iron, or ductile iron pipe shall be in accordance with AWWA Standard C-600 or AWWA Standard C-605 as is appropriate. Before installation of pipe, the pipe shall be inspected for defects and cracks. Defective, damaged or unsound pipe will be rejected. Deflecting from a straight line or grade, as required by vertical curves, horizontal curves or offsets, shall not exceed 6/D inches per linear feet of pipe, where D represents the nominal diameter of the pipe expressed in inches, between the center lines extended of any two connecting pipes. If the alignment requires deflections in excess of these limitations, special bends or a sufficient number of shorter lengths of pipe shall be furnished to provide angular deflections within the limit set forth at the Contractor's expense. Tracer wire shall be installed with all pipe materials as noted in the plan and specifications.

A rubber gasket shall be inserted in bell before pushing into place. The spigot shall be centered in the bell and the pipe pushed into position and brought into required alignment. Except where necessary in making connections with other lines, or as authorized by the Engineer, pipe shall be laid with the bells facing in the direction of laying.

(1) Joints: Bell and spigot points - before jointing bell and spigot pipe, all lumps, blisters, and excess coating material shall be removed from the bell and spigot ends of the pipes.

All oil or grease shall be removed. The outside of the spigot and the inside of the bell shall be wire-brushed and wiped clean and dry.

(2) Slip Joints: If slip seal "Tyton" joint pipe or equivalent is used, the materials and work shall be in strict accordance with the manufacturer's recommendations and specifications for the specific joint used.

(3) Mechanical Joints: shall be installed in accordance with the recommendations of the joint manufacturer.

I. Cleanup: During the progress of the work and upon completion of the work the Contractor shall remove all surplus construction materials and debris resulting from the work, and all areas of the work shall be left in an orderly manner.

J. Disinfection: Each unit of completed supply line shall be disinfected with chlorine before acceptance for domestic operation.

Disinfection shall be accomplished as described below or by the system prescribed by the American Water Works Association Standard C-651. The amount of chlorine applied shall be such as to provide a dosage of not less than 50 parts per million. The chlorinating material shall be introduced into the water lines in an acceptable manner. If possible to do so, the lines shall be thoroughly flushed before introduction of the chlorinating materials. After a contact period of not less than twenty-four (24) hours, the system shall be flushed with clean water until the residual chlorine content is not greater than 1.0 part per million. When flushing the line, the water used for disinfecting the water line must not reach a stream, river, or other waterway if chlorine is detected in the water.

After disinfection, the water lines must be flushed and the disinfected line must be sampled. Two consecutive samples of water from the end of the disinfected line must be collected at least 24 hours apart. These samples must be submitted to the State Health Laboratory in Pierre, or other laboratory acceptable to the department. The samples must be free of coliform bacteria and must meet the State sanitary bacteriological testing standards before the system is placed into service.

Samples will be taken by City personnel. Contractor shall furnish a service line on new pipe at which a sample can be collected. The initial sample bottles, sampling and laboratory costs will be provided by the water utility. Retests will be accomplished by the utility and the Contractor will be responsible for all costs of retests including cost of materials, sampling, and laboratory fees.

All valves in the lines being disinfected shall be opened and closed several times during the contact period.

Disinfection costs are considered incidental to pipe installation and are not paid for separately.

K. Pressure Tests for Mains: It is the intent of this specification that all joints in piping be

watertight and that all joints which are found either by observation or any specified test to leak shall be made watertight by the Contractor. After the pipe is laid, the joints exposed for examination, and before service line connections are made the newly laid piping or any valved section of piping shall be subjected to a hydrostatic test in accordance with AWWA C600 and AWWA C605. 100 PSI is the minimum test pressure for all mains.

The Contractor shall furnish the pump, pipe connections, gauges, and measuring equipment and shall perform the testing under the direct supervision of the Engineer. Where permanent air vents are not provided, the Contractor shall provide and install corporation cocks at the high points as needed for release of air as the line is filled with water.

Should any test of combined sections of pipeline disclose leakage greater per mile than specified, or should individual sections show leakage greater than the specified limit, the Contractor shall locate and repair the defective joints until the leakage is within the specified limits.

All pipe, fittings, valves, pipe joints, and other materials which are found to be defective when the line is tested shall be removed from the line immediately and replaced with new and acceptable material by and at the expense of the contractor.

Pressure testing Is considered incidental to pipe installation and is not paid for separately.

L. Inspection: When the pipe and fittings are all installed and before the hydrostatic tests are applied to the pipe the Engineer must be notified that the line is ready for inspection and testing. No water shall be allowed in the line, no testing shall take place unless the Engineer or his authorized representative is on the job.

M. Tracer Wire System

The tracer wire system shall be installed with cast iron, ductile iron and PVC water mains to the satisfaction of the Engineer.

Tracer wire shall be No. 12 solid single strand type TW or THHN, or approved equal.

The conductor shall be solid or stranded copper per ASTM B-1, B-3, or B-8. The ground rod shall be a 3/8-inch diameter, 60-inch long steel rod uniformly coated with metallically bonded electrolytic copper. Blackburn Catalog No. 3755, or equal. The ground rod at the fire hydrant shall be of the same material except that the ground rod shall be 30 inches long.

Ground rod clamps shall be high strength, corrosion resistant copper alloy. Blackburn Catalog No. G3, or equal.

Splice kits shall be Scotchlok DBY Y Connectors or equal.

The cost of the tracer wire system is considered to be a part of the cost of the water main installation.

N. Tracer Wire Installation

Tracer wire shall be installed with PVC, cast iron and ductile iron water mains. The wire shall be installed along the lower quadrant of the pipe, but the pipe shall not be laid directly on the wire. Ground rods shall be installed adjacent to connections to existing piping and in the locations specified on the plans. The tracer wire shall be brought to each fire hydrant and connected to a 30" ground rod that extends up to the bolted flange just above the ground surface or a minimum distance of 3" above the ground surface. The ground rod shall be taped to the fire hydrant barrel in at least four locations below the ground surface. The tracer wire shall be spliced only if approved by the Engineer and all underground splices shall be inspected by the Engineer prior to backfilling. The tracer wire system is considered to be a part of the price bid for water mains.

The Contractor shall be responsible for testing the tracer wire system for conductivity. Testing for conductivity shall be completed prior to finish surfacing activities. If the tracer wire does not function as intended, the Contractor shall repair the system to the satisfaction of the Engineer.

O. Casing Pipe Spacers and End Seals

Casing spacers shall be constructed of circular stainless steel segments which bolt together forming a shell around the carrier pipe. The spacers shall be designed with risers (when needed) and runners to support and center the carrier within the casing and maintain a minimum clearance of 0.50" between the casing ID and the spacer OD. On carrier pipes with an OD of less than 16", each spacer shall have four riser and runner combinations - two on each segment. On carrier pipes with an OD of 16" and larger, each spacer shall contain six riser and runner combinations - four on the bottom segment and two on the top segment. T-304 stainless steel bolts and nuts shall be supplied with the spacers.

The band shall be manufactured of 8" wide, 14 gauge T-304 stainless steel (1.88mm). The risers shall be constructed of T-304 stainless steel having a minimum length of 6".

Abrasion resistant runners, having a minimum length of 7", and a minimum width of 1", shall be attached to each riser to minimize friction between the casing pipe and the carrier pipe as it is installed. Runners shall be made of ultra high molecular weight polymer which has a low coefficient of friction. The ends of all runners shall be beveled to facilitate installation over rough weld beads or the welded ends of misaligned or deformed casing pipe.

Interior surfaces of the stainless steel shell shall be lined with PVC or EPDM having a minimum thickness of 0.090" with a hardness of durometer “A” 85-90.

The spacing of the spacers shall be a maximum of one foot on each side of the bell joint and one spacer at the center of the pipe.

Full conical shaped wrap-around end seals made of 1/8" synthetic rubber shall be provided for each end of the casing pipe. T 304 stainless steel banding straps with a 100% non-magnetic worm gear mechanism and pressure sensitive butyl mastic strips shall be provided to seal up the

end seals. Casing spacers and end seals shall be manufactured by Advanced Products and Systems Inc. or an approved equal. Costs for the spacers and seals shall be included in the price bid for the casing pipe.

P. Steel Casing Pipe Specifications

The steel casing pipe shall be the diameter with a minimum wall thickness shown on the plans and shall be 35,000 psi, ANSI B36.1.

End of Section

STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISON
FOR
STANDARD TITLE VI ASSURANCE

JANUARY 15, 2004

TITLE VI – NONDISCRIMINATION:

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

(1) Compliance with Regulations: The contractor shall comply with the Regulations relative to nondiscrimination in Federally or State assisted programs of the South Dakota Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended (hereinafter referred to as the "Regulations"), incorporated by reference and made a part of this contract.

(2) Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, religion, national origin, sex, age or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, religion, national original, sex, age or disability.

(4) Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the South Dakota Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the South Dakota Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain this information.

(5) Sanctions for Noncompliance: In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the South Dakota Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination or suspension of the contract, in whole or in part.

(6) Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the South Dakota Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that, in the event of a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the South Dakota Department of Transportation to enter into such litigation to protect the interest of the State, and, in addition, the contractor may request the United States to enter such litigation to protect the interests of the United States.

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STATE OF SOUTH DAKOTA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISION FOR IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

SEPTEMBER 1, 1997

By signing this bid, the bidder will be deemed to have stipulated as follows:

a) That any facility to be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub. L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub. L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR, Part 15), is not listed on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

b) That the State Transportation Department shall be promptly notified prior to contract award of the receipt by the bidder of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

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