

**CITY OF BELLEVUE,  
BLAINE COUNTY, IDAHO**

**EXCERPT FROM MINUTES**

The Common Council of the City of Bellevue, Blaine County, Idaho, met in regular session at the Bellevue City Hall at 115 East Pine Street, Bellevue, ID 83313, on June 10, 2024, at 5:30 p.m.

There were present at said meeting the following:

Council Members: Mayor Chris Johnson, President Christina Giordani, Member John Carreiro, Member Robin Leahy, Member Shaun Mahoney, Member Diane Shay

There were the following Council Members absent: Member Jessica Obenauf

Others Present: Shelly Shoemaker, City Treasurer, Shane Garrison, Water Contractor - *via Zoom*, Bryson Ellsworth, Wastewater Contractor - *via Zoom*, Kirt Gaston, Marshal, Greg Beaver, Fire Chief, Kristin Gearhart, Librarian, Casey McGehee, Streets Supervisor, Michelle Vest Snarr, City Clerk

The Mayor introduced the following Resolution No. 2380 (the "Resolution"):

## **RESOLUTION NO. 2380**

WHEREAS, the City of Bellevue, Blaine County, Idaho (the "City"), is a municipal corporation operating and existing under and pursuant to the provisions of the Constitution and laws of the State of Idaho;

WHEREAS, the Common Council of the City (the "Common Council") determined it to be necessary and essential to the safety and welfare of the inhabitants of the City to construct and make improvements to the System as hereinafter described (the "Improvements"); and

WHEREAS, the design, acquisition and construction of the Improvements is hereby deemed by the Mayor and Common Council to be required for the public good and welfare, and for the improvement of the health, safety, comfort and convenience of the inhabitants of the City; and

WHEREAS, the System, as improved by the Improvements, shall be operated as a single revenue producing public utility of and for the City; and

WHEREAS, the City does not have funds available to pay the costs of the Improvements; and

WHEREAS, the Common Council has determined that there exists a public necessity and it is advisable to finance the cost of the Improvements through the issuance of revenue bonds of the City pursuant to the provisions of Sections 50-1027 through 50-1042, Idaho Code, as amended (the "Revenue Bond Act"), and applicable provisions of chapter 4, Title 50, Idaho Code, chapter 2 of Title 57, Idaho Code, chapter 9 of Title 57, Idaho Code, and chapter 14 of Title 34, Idaho Code;

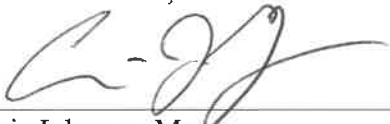
WHEREAS, the City has received from the State of Idaho Department of Environmental Quality ("IDEQ") that certain Loan Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction (the "Loan Offer"), attached hereto as Exhibit A, providing for a loan from IDEQ to the City in the principal amount of up to \$6,295,163, to be used by the City to finance the System Improvements, which loan will be evidenced by the City's water revenue bond (the "Bond") to be issued to IDEQ in the principal amount of up to \$6,295,163 payable from net revenues of the System in accordance with the provisions of the Revenue Bond Act;

WHEREAS, the City has also received from IDEQ that certain Loan Offer, Acceptance and Agreement for Lead Service Line Inventory and/or Replacement (the "Lead Line Loan Offer"), attached hereto as Exhibit B, providing for a loan from IDEQ to the City in the principal amount of up to \$55,000, to be used by the City to finance the System Improvements, which loan will be evidenced by the City's water revenue bond (the "Lead Line Bond") to be issued to IDEQ in the principal amount of up to \$55,000 payable from net revenues of the System in accordance with the provisions of the Revenue Bond Act


WHEREAS, the City has also received from IDEQ that certain Leading Idaho Funding Offer, Acceptance and Agreement for Drinking Water Facilities Design and Construction (the "LIF Grant Offer"), attached hereto as Exhibit C, providing for a grant from IDEQ to the City in the

Adopted this 10th day of June, 2024.

CITY OF BELLEVUE,  
BLAINE COUNTY, IDAHO

By   
Chris Johnson, Mayor

ATTEST:

By   
Michelle K. Vest Snarr, City Clerk



principal amount of up to \$3,304,837, to be used by the City to finance the System Improvements, or a portion thereof;

WHEREAS, the City desires to accept the Loan Offer, Lead Line Loan Offer and LIF Grant Offer and authorize the Mayor to execute each of the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, and deliver the same to IDEQ together with all required documentation as itemized in the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, respectively; and

WHEREAS, the City desires to authorize the City's officials to take all action necessary or reasonably required to effectuate the provisions of each of the Loan Offer, Lead Line Loan Offer and LIF Grant Offer, including to approve the substantial form of the Bond and Lead Line Bond in the form attached hereto as Exhibit D.

NOW, THEREFORE, be it resolved by the Common Council of the City as follows:

Section 1. Approval of Loan Offer. The form, terms and provisions of the Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the Loan Offer.

Section 2. Approval of Lead Line Loan Offer. The form, terms and provisions of the Lead Line Loan Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the Lead Line Loan Offer.

Section 3. Approval of LIF Grant Offer. The form, terms and provisions of the LIF Grant Offer to be entered into, accepted, approved and/or acknowledged, as applicable, by the City be, and they are hereby, approved and authorized, and the Mayor is hereby authorized to execute and deliver the LIF Grant Offer.

Section 4. Approval of Form of Bond. The Bond/Lead Line Bond in substantially the form attached as Exhibit D hereto is hereby approved, together with such changes to the Bond/Lead Line Bond at the time the City issues each of the Bond and Lead Line Bond as shall be consistent with the Loan Offer and Lead Line Loan Offer, respectively.

Section 5. Delivery of Documents to IDEQ. The officials of the City are authorized to deliver to IDEQ the executed Loan Offer, Lead Line Loan Offer and LIF Grant Offer, together with a copy of this Resolution and form of Bond/Lead Line Bond, together with all other required documentation required by the Loan Offer.

Section 6. Necessary Actions. The Mayor and other officers and agents of the City shall take all actions necessary or reasonably required by the Loan Offer, Lead Line Loan Offer and LIF Grant Offer to effectuate their respective provisions, and, upon completion of the System Improvements financed under each of the Loan Offer and Lead Line Loan Offer, shall take all action necessary or desirable to authorize the issuance of the Bond and Lead Line Bond to IDEQ substantially in the form hereby approved.

**EXHIBIT A**

**LOAN OFFER**

## **EXHIBIT A**

### **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR DRINKING WATER FACILITIES DESIGN AND CONSTRUCTION**

#### **SECTION I. INTRODUCTION**

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Drinking Water Treatment Facility Loan Account (Account) to assist municipalities in the construction of drinking water facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Bellevue (Applicant/Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Idaho Rules for Wastewater and Drinking Water Loan Funds (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

#### **SECTION II. DESCRIPTION OF PROJECT**

This loan agreement is for design and construction of the following project:

- |    |                                   |   |
|----|-----------------------------------|---|
| A. | Loan Project Number:              | DW2409  |
| B. | Name and Address of the Borrower: | City of Bellevue<br>PO Box 825<br>Bellevue, Idaho 83313   |
| C. | Project Description:              | This loan is for the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. dated December, 2023): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system. |

Costs of construction will include, but are not limited to, administrative, engineering and other related costs, the costs of issuance of the revenue bonds and any amounts necessary to establish bond reserve funds.

- D. Terms: \$6,295,163 at 2.50% (interest of 1.50% and loan fee of 1.00%) to be repaid in biannual installments over 20 years.
- E. Estimated Project Budget:\*
- |    |                             |                    |
|----|-----------------------------|--------------------|
| 1. | Transmission & Distribution | \$7,440,000        |
| 2. | Storage                     | \$1,160,000        |
| 3. | Land                        | \$1,000,000        |
| 4. | Total                       | <u>\$9,600,000</u> |

**Amount to be funded by Leading Idaho Funding** **\$3,304,837**

\*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

### **SECTION III. GENERAL CONDITIONS**

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to

assist it in meeting its responsibilities under this Agreement.

- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
  - 1. The separate fair share goals for MBE and for WBE will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
  - 2. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the Department; and,
  - 3. Include the following language in all procurement contracts *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*
- F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Borrower for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.
- G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.
- H. The Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. The Borrower agrees that, in the event the Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates this Agreement or the terms of the Bond.



- I. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- K. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- L. To comply with all applicable federal, state and local laws.
- M. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- N. The total loan funds disbursed per this Agreement are considered federal financial assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If the Borrower expends more than \$750,000 of any federal funds in a fiscal year, the Borrower shall conduct an audit in accordance with the SAA. In such case, the Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. The Borrower recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, the Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by the Borrower.
- O. Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), (Public Law No. 117-58) which includes, but is not limited to, requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) Department has otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- P. Comply with all record keeping and reporting requirements under the Safe Drinking Water Act (Section 1452, Title XIV of the Public Health Service Act), including any reports required by a Federal agency or Department such as information on costs and project progress.
- Q. The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the 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.

- R. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the loan recipient agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

#### **SECTION IV. PROJECT MANAGEMENT**

The Borrower agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.
- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Provide for the accumulation of funds through charges made for services assessments on property owners or otherwise, for the purposes of establishing a fund dedicated solely to (1) the repayment of principal, interest and loan fee on this loan, (2) capital replacement; (3) a reserve account as required by Section VIB of this Loan Agreement; and (4) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- E. Provide a plan and program for an equitable user charge system, as permitted by law, for payment of operation and maintenance of constructed facilities. The user charge system shall be reviewed by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Develop and adopt a water system protection ordinance prior to receiving final payment of loan funds.
- G. Provide the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.

- H. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- I. Assure that any treatment and distribution systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Rules for Public Water Systems, IDAPA 58.01.08.554.
- J. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule or regulation.

Review and update the user charge system, as permitted by law, at least biennially during the life of this Agreement to assure that all costs including debt retirement, operation and maintenance are offset by sufficient revenues.

- K. Maintain project accounts in accordance with generally accepted accounting principles.
- L. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Borrower must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.
- M. Ensure all laborers and mechanics employed by the prime construction contractor and subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). The Borrower agrees that all procurement contracts that exceed \$2,000 must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are attached to this agreement in Attachment B.
- N. Require all construction bid documents and construction contracts incorporate SRF Supplemental Specifications attached to this agreement in Attachment C.
- O. The Borrower shall not execute any construction contract without the prior written authorization to award the contract provided by the Department's Twin Falls Regional Office.
- P. A project sign must be displayed at the project site in accordance with the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. Project sign should follow guidance and requirements provided by Office of Management and Budget (OMB) obtained at <https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America->

[Brand-Guide.pdf](#). The cost of materials and installation for the project sign is eligible for SRF funding.

#### **SECTION V. SPECIAL CONDITIONS**

- A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. The Borrower agrees to manage direct and indirect environmental impacts from the project that are specified in the environmental determination.
- D. Prior to loan closure, the Borrower will implement all the sustainability efforts, commonly known as green project reserve (GPR), that were committed to in the Letter of Interest. A technical memorandum shall be developed for the Green Project Reserve (GPR) components identified in the Letter of Interest. The technical memorandum shall be submitted to the Department prior to final payment of loan funds and fully detail the GPR justification according to the current guidance for determining project eligibility.
- E. Required Certifications:
  - Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
  - Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- F. The Borrower agrees to verify that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management exclusion list at:  
<https://sam.gov/content/home>.

Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse the Borrower for these costs.

1. Telecommunications and Surveillance Equipment: Specifically, the Borrower is prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation.
  2. The Borrower may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.
  3. The Borrower should be aware of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
- G. The Borrower will provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the Grantee providing proof that all requested information to SAM has been submitted. The grantee will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- H. Before loan closure, the Borrower will notify the Department a customer service policy has been drafted and approved.
- I. An environmental determination will be made by the Department before using the SRF construction funds.

#### **SECTION VI. SECURITY REQUIREMENTS**

The Borrower agrees:

- A. This loan will be evidenced and secured by a bond in the amount of not to exceed \$6,295,163 (six million two hundred ninety-five thousand one hundred sixty-three dollars). The bond will be issued upon project completion and is incorporated by reference into this Agreement.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

#### **SECTION VII. LOAN DISBURSEMENTS**

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms

provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.

- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount may be reduced accordingly.
- E. An increase in the loan amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:
  - 1. The Borrower's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed and (c) that the project is fully operational; and
  - 2. The Department has inspected the project and verifies the engineer's certification; and
  - 3. The Special Conditions in Section V have been met; and
  - 4. A responsible charge operator (RCO) has been designated in accordance with Section IV
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money based on the Borrower's priority position immediately upon the accrual of said sum in the Account.

#### **SECTION VIII. REPAYMENT TERMS AND SCHEDULE**

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the bond which shall be incorporated into this Agreement by reference. The payment terms of the bond shall be consistent with this Agreement.
- B. To pay biannual payments of principal, fees and interest and to fully amortize this loan not

later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.

- C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.
- D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

#### **SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT**

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Borrower or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  - 1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
  - 2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
  - 3. Violation(s) of any term of this Agreement; or
  - 4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
  - 5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
  - 1. Specific acts or omissions which form the basis for suspension or termination; and
  - 2. Availability of a contested case hearing before the Board of Environmental Quality

conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.

- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.
- F. No terminated loan shall be reinstated. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest to the extent such action complies with the procedures for events of defaults and remedies in Borrower's Bond Ordinance.
- G. If the Borrower defaults on the payment of the principal, loan fee, or interest due under this agreement, or if the Borrower breaches any of the terms or conditions of this agreement, the entire principal amount and any accrued interest and fees may be declared immediately due and payable to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. The default amount will accrue the same interest and fee rate as the principal of this loan from the date of default until the date of payment by the Borrower. The Borrower will also be required to reimburse the Department for any costs incurred as a result of the default, including court costs and attorney's fees.

#### **SECTION X. ACCESS AND INDEMNIFICATION**

The Borrower agrees to:

- A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.



**SECTION XI. OFFER**

The offer set forth herein must be accepted, if at all, **on or before June 30, 2024**. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.



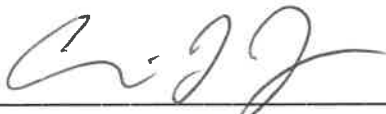
\_\_\_\_\_  
Jess Byrne  
Director  
Department of Environmental Quality

**Jun 7, 2024**

\_\_\_\_\_  
Date

**SECTION XII. ACCEPTANCE**

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.



\_\_\_\_\_  
Signature of Representative

**Chris Johnson, Mayor**

\_\_\_\_\_  
Name and Title of Representative - type or print

**10th day of June 2024**

\_\_\_\_\_  
Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND  
THE CITY OF BELLEVUE  
LOAN PROJECT NUMBER: DW2409  
**ATTACHMENT A - PROJECT SCHEDULE**

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Bellevue (Borrower), Loan Project Number: DW2409, the Borrower agrees to complete the project, which consists of the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. Dated December 23): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system, in accordance with the following schedule:

Estimated Completion Date	Task
January 2025	Preliminary Engineering Report (PER)
March 2025	Final Plans, Specifications and Bidding Documents
April 2025	Project Bidding Results
May 2025	Award of Construction Contract
September 2026	Final Construction Completion
January 2026	User Charge or Tax Assessment System Enacted
August 2026	Water Protection Ordinance Enacted
December 2026	Final O&M Manual and Record Drawings
December 2026	Updated Drinking Water System Classification Worksheets
December 2026	Verify Appropriate Operator Licensure
September 2026	Final SRF Inspection Completed
December 2026	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:



\_\_\_\_\_  
Signature of Borrower Representative

Chris Johnson, Mayor

\_\_\_\_\_  
Printed Name of Borrower Representative

\_\_\_\_\_  
DEQ Approval

\_\_\_\_\_  
Signature of Department Representative

\_\_\_\_\_  
Printed Name of Department Representative

\_\_\_\_\_  
Date of Approval

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND  
THE CITY OF BELLEVUE  
LOAN PROJECT NUMBER: DW2409  
**ATTACHMENT A - PROJECT SCHEDULE**

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Bellevue (Borrower), Loan Project Number: DW2409, the Borrower agrees to complete the project, which consists of the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. Dated December 23): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system, in accordance with the following schedule:

Estimated Completion Date	Task
	Preliminary Engineering Report (PER)
	Final Plans, Specifications and Bidding Documents
	Project Bidding Results
	Award of Construction Contract
	Final Construction Completion
	User Charge or Tax Assessment System Enacted
	Water Protection Ordinance Enacted
	Final O&M Manual and Record Drawings
	Updated Drinking Water System Classification Worksheets
	Verify Appropriate Operator Licensure
	Final SRF Inspection Completed
	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:



Signature of Borrower Representative

Chris Johnson, Mayor

Printed Name of Borrower Representative

DEQ Approval

Signature of Department Representative

Printed Name of Department Representative

Date of Approval

**Davis Bacon Compliance Requirements for Borrowers**  
**Attachment B (SRF-05)**

*Compliance with this attachment to the loan offer will be monitored as part of the DEQ project approval process and during interim and final inspections.*

**1. OBTAINING WAGE DETERMINATIONS AND INCLUSION INTO PROJECT.**

- a. For contracts greater than \$2,000, the Borrower shall obtain the wage determination for the locality in which project will take place prior to issuing advertisement for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. Wage determinations can be found at [www.sam.gov](http://www.sam.gov). These wage determinations shall be incorporated into bid documents and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - i. While the solicitation remains open, the Borrower shall monitor [www.sam.gov](http://www.sam.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The Borrower shall amend the solicitation if Department of Labor (DOL) issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Borrower may request a finding from the Idaho Department of Environmental Quality (DEQ) that there is not a reasonable time to notify interested contractors of the modification of the wage determination. DEQ will provide a report of its findings to the Borrower.
  - ii. If the Borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless DEQ, at the request of the Borrower, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6©(3)(iv). The Borrower shall monitor [www.sam.gov](http://www.sam.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- b. If the Borrower carries out activity subject to Davis Bacon by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Borrower shall insert the appropriate DOL wage determination from [www.sam.gov](http://www.sam.gov) into the ordering instrument.
- c. The Borrower shall review all subcontracts subject to Davis Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- d. As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination

applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

## **2. CONTRACT AND SUBCONTRACT PROVISIONS.**

- a. The Borrower shall insert in full, for any Contract in excess of \$2,000, Davis Bacon contractual clauses contained in Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund attached to the loan agreement or found within the Customer Handbook at [www.deq.idaho.gov/SRF](http://www.deq.idaho.gov/SRF).

## **3. REQUEST ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES**

- a. If a work classification(s) does not appear on the wage determination, the Borrower shall request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The Borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the DEQ. Requests can be approved if:
  - i. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage determination (e.g., if there already is an Electrician classification and wage rate on the wage determination, another Electrician classification and rate cannot be requested.)
  - ii. The classification is utilized in the area by the construction industry.
  - iii. The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - iv. If the contractor and laborers and mechanics to be employed in the classification (if known), and the Borrower agree on the classification and wage rate (including fringe where appropriate).
- b. Requests shall be made in writing through the Borrower, including a completed Conformance Request SF 1444 Form available through DOL. The request should identify the work classification that is missing, the recommended wage rate for the classification and a copy of the project wage rate determination. The Borrower shall send the packet to DEQ for review and submission to the DOL for approval. DOL's response to DEQ will be forwarded to the Borrower.
- c. If the request is denied, the Borrower will be notified what classification and rate should be used. Requesting additional classification does not delay the payroll process. It may however result in correcting underpayments (wage restitution) if

DOL is not in agreement with the request

#### 4. PAYROLL REVIEWS

- a. The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the Borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the DOL.
- b. Borrower shall review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on SRF funded projects.
- c. Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract as required by paragraph 7(a). Borrower shall conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis Bacon requirements. Borrower's review of shall include the following:
  - i. Payrolls were submitted on time.
  - ii. Forms were filled out completely including the name, identifying number, address, and job classification for each employee.
  - iii. All self-employed owners, who have no employees, are designated as an employee, and are reported on the certified payroll of the prime contractor (or subcontractor if hired by them). In this instance, payroll records are completed the same as for employees and enter "self-employed" and contracting license number where the payroll asks for deductions.
  - iv. If the owner of the company has employees but also performs work as a laborer or mechanic on the project covered by Davis-Bacon wage decisions, the owner must list himself as an employee on the certified payroll he submits for his employees. The payroll form is completed the same as for employees and owner is identified as "self-employed, owner or owner/operator".
  - v. The wages and fringes listed on the certified payroll for each job

classification agree with those identified on the statement of intent to pay prevailing wages.

- vi. The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
- vii. Payrolls only include permissible deductions.
- viii. When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
- ix. Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
- x. The payroll form is signed.

#### **5. CONDUCT ON-SITE REVIEWS**

- a. The Borrower, or its representative, must provide for visits to the construction site to determine that:
  - i. Wage determinations are posted at the job site.
  - ii. Employees are working within the proper job classification.

#### **6. CONDUCT EMPLOYEE INTERVIEWS**

- a. If there is reason to suspect contractor noncompliance, the Borrower or its representative must conduct employee interviews with at least one employee in each trade to determine the following:
  - i. Employees are being paid the amounts/rates stated on the payrolls.
  - ii. Employees are being properly compensated for overtime hours.
  - iii. Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
  - iv. Contractors and subcontractors are using and paying apprentices and trainees appropriately.
- b. The Borrower shall use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. SF1445 is available from DOL.
- c. The Borrower must immediately report potential violations of the Davis Bacon prevailing wage requirements to DEQ project manager, and if directed by DEQ project manager, appropriate EPA and DOL contacts.

#### **7. SUBMIT FIRST WEEK LABOR STANDARDS (21 DAY LABOR PACKET)**

- a. For each prime and subcontractor performing work on-site during the first week of construction, the Borrower must provide a copy of the following documents to the DEQ project manager, within 21 days after the contractors start construction on the project.
  - i. Certified payroll for the first week's pay period and Borrower's analysis and opinion of compliance with Davis Bacon requirements.
  - ii. Employee interview forms for the first week (if there is a reasonable doubt

that any contractor is not fully complying with DB prevailing wages)

- b. The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early, and appropriate corrections made early while easy to implement. The first week labor standards (21 day) packet must be provided to DEQ, and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the Borrower to work with the prime contractor to have wage restitution made and a corrected certified payroll submitted to DEQ for approval.

#### **8. RESOLVE OVERTIME VIOLATIONS**

- a. If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the Borrower shall notify DEQ and work with the prime contractor to resolve the overtime violations.
  - i. If the violation is less than \$10 per worker, the violation does not have to be reported.
  - ii. If the violation is \$10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker and send it to the Borrower. Any time the violation is \$10 to \$999, the Borrower must notify DEQ in writing. If the violation is \$1,000 or more, the Borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the DOL or EPA (contact DEQ for assistance in filing this report).

#### **9. RESOLVE OTHER UNDERPAYMENTS**

- a. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Borrower.

#### **10. MAINTAIN PROJECT RECORDS**

- a. The Borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for a minimum of three (3) years after final completion of the project.



**Supplemental Specification Insert for  
Idaho Drinking Water and Clean Water State Revolving Fund  
Loan Attachment C (ENG-03)**

**A. GENERAL**

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

**B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION**

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

**C. ACCESS**

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

**D. BONDING REQUIREMENTS**

1. For construction or facility improvement contracts exceeding \$100,000, the minimum requirements shall be as follows:
  - a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
  - b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
  - c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- E. **SAFETY:** Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.
- F. **REQUIRED PROJECT SIGN:** A project sign is required for the Project. The project sign must be displayed at the project site in accordance with the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. The project sign shall meet the requirements of the Office of Management and Budget (OMB) obtained at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>

**Exhibit 1: Example DEQ SRF Project Sign**

STATE OF IDAHO  
AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT

DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER PROJECT

DEQ PROJECT NUMBER: \_\_\_\_\_

DEQ SRF: \_\_\_\_\_  
Local: \_\_\_\_\_  
Total: \_\_\_\_\_

Official: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Contractor: \_\_\_\_\_

- G. **SRF CONTRACT REQUIREMENTS:** The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:
1. **PRIVITY OF CONTRACT:** The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.
  2. **AUDIT ACCESS TO RECORDS:**
    - a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated

contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

- b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
  - c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.
  - d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
  - e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.
  - f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
  - g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
    - i. To the extent the records pertain directly to contract performance
    - ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or
    - iii. If the contract is terminated for default or for convenience.
3. **COVENANT AGAINST CONTINGENT FEES:** The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the

Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

4. GRATUITIES

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

5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:

- a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.
- b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.
- c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

- d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.
  - e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.
6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment B see Section L - Submissions), must be signed by all Contractors entering into contracts of \$100,000 or greater.
7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.
8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
9. 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.
10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. 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 the Contract. The following provision shall apply to the Contract:
- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
  - b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this

section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:
  - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.
- d. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local

wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time is necessary.

- e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- f. 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.
- g. 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.
- h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the 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. DEQ or EPA may, after written notice to the Contractor and 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.
- i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.
- j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv)

that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.
- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;



3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- iii. 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 this section.
- iv. 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.
- v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor'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 DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- l. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- n. 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.
- o. 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 Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.
- p. Certification of eligibility.
  - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- q. Contract Work Hours and Safety Standards Act: For Contract in excess of \$100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not 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.
  - i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
  - ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the 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 Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.
- iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
  - iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Contract.
- a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.
  - b. The Contractor shall secure a manufacturer's certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing

occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

- c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacturer's certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.
  - d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.
12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
13. REQUIRED CERTIFICATIONS:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

- H. SUSPENDED AND DEBARRED:** The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is \$25,000 or greater) with excluded persons.
1. **General: Prohibition on Equipment Purchase from Excluded Contractors:** In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.
  2. **Telecommunications and Surveillance Equipment:** Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
  3. **Condition For all Lower Tier Transactions:** The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at [www.sam.gov](http://www.sam.gov).
- I. BIDDER'S LIST OF SUBCONTRACTORS:** The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.
- J. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION (EEO/AA):** The EEO/AA requirements only apply to Contractor who has (1) 50 or more employees and (2) signs a contract, subcontract, or purchase order amounting to \$50,000 or more.
1. **Online Standard Form 100 (EEO-1):** The Contractor shall complete and submit the online form 100 to the Joint Reporting Committee within 30 days after the award of such a contract or purchase order, unless such person has submitted such a report within 12 months preceding the date of award. Subsequent reports shall be submitted annually on or before the 30th day of September. Failure to file timely, complete, and accurate reports as required constitutes non-compliance with Contractors' or subcontractors' obligations under Executive Order

11246, as amended, and is grounds for the imposition of sanctions authorized by Executive Order 11246 and other rules and regulations issued pursuant thereto. Further information is available at: <https://egov.eeoc.gov/eeo1/>.

2. The EEO Poster (EEOC-P/E-1): The Contractor must post the EEO poster on project site; the EEO poster may be ordered through the Equal Employment Opportunity Commission (EEOC) Website at: <http://www1.eeoc.gov/employers/poster.cfm>.
3. Contact the EEOC: The Contractor shall contact the EEOC within 30 days of Contract award. EEO Contact Information: EEO-1 Joint Reporting Committee P.O. Box 19100, Wash. D.C. 20036-9100; phone (866) 286-6440; Email: [e1.techassistance@eeoc.gov](mailto:e1.techassistance@eeoc.gov).

**K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION:** Consistent with the President's Policy Statement on Disadvantage Business Enterprises (DBEs) dated December 17, 1983, Executive Order 12432 and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33) dated May 28, 2008, all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBEs). Such utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in performing this project. In this regard all Contractors shall take all necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA assisted projects.

1. Fair Share: Fair Share is a reasonable amount of funds commensurate with total project funding, demographic factors, and the availability of DBE businesses. A fair share does not constitute an absolute goal, but a commitment on the part of the bidder to attempt to use minority and women's businesses by carrying out the five "Good Faith Efforts" described under 40 CFR 33 Subpart C.
2. Requirements: Bidders must take the following "Good Faith Efforts" in awarding subcontracts for supplies, construction or services and equipment:
  - a. Make DBEs aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
  - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- e. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.
  - f. The successful bidder shall complete and submit a Sworn Statement of Compliance (Attachment A; see Section L - Submissions). The Owner shall forward a copy to DEQ prior to issuance of the Authorization to Award.
3. Recordkeeping: The Contractor must maintain all records documenting its compliance with the DBE requirements of 40 CFR Part 33 (Subpart E: Recordkeeping and Reporting), including documentation of good faith efforts (Subpart C) and data relied upon in formulating its fair share objectives (Subpart D). Such records must be retained in accordance with applicable record retention requirements of this specification.

**L. SUBMISSIONS (Copies of Required Forms Follow this Section)**

- 1. Form to be submitted by all bidders as part of the sealed bid:
  - a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
- 2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
  - a. Form 1: Bidder's List of Subcontractors
  - b. ATTACHMENT A: Sworn Statement of Compliance with Disadvantaged Business Enterprise Utilization Requirements
- 3. Forms to be submitted by the Owner to DEQ with requisitions for reimbursement:
- 4. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
  - a. ATTACHMENT B Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
  - b. ATTACHMENT C Disadvantaged Business Enterprises to be Utilized
  - c. ATTACHMENT D Disadvantaged Business Enterprises Contacted
  - d. ATTACHMENT E Contractor's Compliance Statement (Executive Order #11246)
  - e. ATTACHMENT F Certification of Non-Segregated Facilities



To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

**FORM BABA-1**  
**BIDDER'S CERTIFICATION OF COMPLIANCE**  
**WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA)**  
**PROVISIONS**

(To be submitted as part of the sealed bid)

**Bidder's Statement of Certification**

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisions of SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
<b>Prime Contractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

To be submitted prior to authorization to award; Owner forwards a copy to DEQ

**ATTACHMENT A**  
**SWORN STATEMENT OF COMPLIANCE WITH DISADVANTAGED**  
**BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS**

To be eligible for award of this Contract, each successful bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to DBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following "Good Faith Efforts" in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, SBA and the Minority Business Development Agency of the Department of Commerce, as appropriate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and title of signer: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT B**  
**CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT C**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE UTILIZED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies: \_\_\_\_\_

Amount to be contracted: \_\_\_\_\_

☐ MBE☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ Subcontractor☐ Supplier☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies: \_\_\_\_\_

Amount to be contracted: \_\_\_\_\_

☐ MBE☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ Subcontractor☐ Supplier☐ Manufacturer

Name of Firm: \_\_\_\_\_

☐ MBE

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ Subcontractor☐ Supplier☐ Manufacturer

Use additional pages if necessary

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT D**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE CONTACTED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ SubContractor

☐ Supplier

☐ Manufacturer

Use additional pages if necessary



Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT E**  
**CONTRACTORS COMPLIANCE STATEMENT**  
**(EXECUTIVE ORDER #11246)**

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

This statement relates to a proposed contract with (name of grantee):

who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective Contractor. I represent that:

I have ☐ I have not ☐ participated in a previous contract or subcontract subject to Executive Order 11246 of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations and relevant orders of the Secretary of Labor. (60-1.4(b)(4)).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT F**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**EXHIBIT B**

**LEAD LINE LOAN OFFER**

## EXHIBIT B

### STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY LOAN OFFER, ACCEPTANCE AND AGREEMENT FOR LEAD SERVICE LINE INVENTORY AND/OR REPLACEMENT

#### SECTION I. INTRODUCTION

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, to make loans from the Drinking Water Treatment Facility Loan Account (Account) to assist municipalities in the construction of drinking water facilities. The Idaho Board of Environmental Quality, through the Department of Environmental Quality (Department), is authorized to administer the Act. The Department has determined that the City of Bellevue (Applicant/Borrower) has established eligibility for a loan under the terms of the Act and IDAPA 58.01.12, the Rules for the Administration of Wastewater and Drinking Water Loan Funds (the Rules).

The Borrower is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department hereby offers a loan to the Borrower according to the terms and conditions contained in this document and the Rules.

#### SECTION II. DESCRIPTION OF PROJECT

This loan agreement is for the following project:

- |    |                                   |   |
|----|-----------------------------------|---|
| A. | Loan Project Number:              | DW2409LS  |
| B. | Name and Address of the Borrower: | City of Bellevue<br>PO Box 825<br>Bellevue, Idaho 83313   |
| C. | Project Description:              | This loan is for lead line inventory.   |
| D. | Terms:                            | \$55,000 at 1.00% and \$37,146 of principal forgiveness to be repaid in biannual installments over 20 years for a total repayment obligation of \$17,854. |
| E. | Estimated Project Budget:*        |   |
|    | 1. Lead Service Line Inventory    | \$55,000  |
|    | 2. Total                          | <u>\$55,000</u>   |

\*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

### **SECTION III. GENERAL CONDITIONS**

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a loan agreement (Agreement) and the Applicant shall become the Borrower. By accepting this offer, the Borrower agrees to all terms and conditions set forth in this document and the Rules:

The Borrower agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not incur any liabilities that would materially affect the funds pledged to repay this loan without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Borrower may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the Borrower, in support of the request for this loan.
- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To make efforts to award sub-agreements to Disadvantaged Business Enterprises (DBE) which includes Minority and Women-owned businesses (MBE/WBE).
  - 1. The separate fair share goals for MBE and for WBE will be in bid solicitations and documentation of efforts to obtain MBE/WBE participation will be required of any contractor who fails to attain the goals; and,
  - 2. Annual reports of MBE/WBE utilization will be prepared on forms supplied by the

Department; and,

3. Include the following language in all procurement contracts *"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."*
- F. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed.
- G. That if prior to completion of this Agreement the project is damaged or destroyed, there will be no reduction in the amounts payable by the Borrower to the Department.
- H. The Borrower shall levy assessments and take those actions necessary to collect unpaid charges for services or assessments, including without limitation, seeking money judgments and filing and foreclosing on liens. The Borrower agrees that, in the event the Borrower fails to meet its obligations under this Agreement and the subsequent Bond to repay the Department, that the Department is entitled to seek specific performance of this Agreement to force the Borrower to take those actions necessary to collect unpaid charges for services or assessments in order to repay the Department to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. Nothing in this paragraph limits any other remedy available to the Department in the event the Borrower violates this Agreement or the terms of the Bond.
- I. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- J. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- K. That this Agreement is binding upon the Borrower and the Department, and any person, office or entity succeeding the Borrower or the Department.
- L. To comply with all applicable federal, state and local laws and regulations.
- M. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- N. The total loan funds disbursed per this Agreement are considered federal financial

assistance per the Single Audit Act of 1984, as amended by the Single Audit Act Amendments of 1996 (SAA), 31 U.S.C. §§7501-7507. (2000). If the Borrower expends more than \$750,000 of any federal funds in a fiscal year, the Borrower shall conduct an audit in accordance with the SAA. In such case, the Borrower shall provide the Department a copy of the SAA audit within nine (9) months of the end of the audit period per the SAA. The Borrower recognizes that it is responsible for determining if the \$750,000 threshold is reached and if a SAA audit is required. Additionally, the Borrower shall inform the Department, in writing, of findings or recommendations pertaining to the State Revolving Fund contained in any SAA audits conducted by the Borrower.

- O. Comply with all federal requirements applicable to the assistance received (including those imposed by the Infrastructure Investment and Jobs Act (IIJA), (Public Law No. 117-58) which includes, but is not limited to, requirements that all of the iron and steel, manufactured products, and construction materials used in the Project are to be produced in the United States ("Build America, Buy America Requirements") unless (i) the Borrower has requested and obtained a waiver from the Department pertaining to the Project or the Project is otherwise covered by a general applicability waiver; or (ii) Department has otherwise advised the Participant in writing that the Build America, Buy America Requirements are not applicable to the Project.
- P. Comply with all record keeping and reporting requirements under the Safe Drinking Water Act (Section 1452, Title XIV of the Public Health Service Act), including any reports required by a Federal agency or Department such as information on costs and project progress.
- Q. The Borrower understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the 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.
- R. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the loan recipient agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

#### **SECTION IV. PROJECT MANAGEMENT**

The Borrower agrees to:

- A. If engineering professional services are required, the prime engineering firm(s) and their principals retained for engineering services shall carry professional liability insurance to protect the public from the engineer's negligent acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the

engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Borrower.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Provide for the accumulation of funds through charges made for services assessments on property owners or otherwise, for the purposes of establishing a fund dedicated solely to (1) the repayment of principal, interest, and loan fee on this loan, (2) capital replacement; (3) a reserve account as required by Section VIB of this Loan Agreement; and (4) future improvement, betterment, and extension of such works occasioned by increased usage on the facility.
- E. Provide a plan and program for an equitable user charge system, as permitted by law, for payment of operation and maintenance of constructed facilities. The user charge system shall be reviewed by the Department and enacted by the Borrower prior to receiving final payment. Make available on an equitable basis the services of the project to the residents and commercial and industrial establishments of the area it was designed to serve.
- F. Develop and adopt a water system protection ordinance prior to receiving final payment of loan funds.
- G. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule or regulation. Review and update the user charge system, as permitted by law, at least biennially during the life of this Agreement to assure that all costs including debt retirement, operation and maintenance are offset by sufficient revenues.
- H. Maintain project accounts in accordance with generally accepted accounting principles.
- I. Require one (1) year warranty period for lead service line replacement and ensure that the project is performing in accordance with the design performance standards.
- J. Ensure all laborers and mechanics employed by the prime construction contractor and



subcontractors in the project using State Revolving Fund (SRF) loans shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality in accordance with the labor standards, including prevailing wage rates and instructions for reporting, as established by the United States Department of Labor (subchapter IV of Chapter 31 of title 40, United States Code). The Borrower agrees that all procurement contracts that exceed \$2,000 must include as a term and condition that contractors and subcontractors must obtain wage determinations from the Department of Labor and comply with Department of Labor guidance and regulations implementing wage rate requirements applicable to SRF funds. Wage determinations shall be finalized prior to final bid submissions. Specific requirements related to Davis Bacon compliance are attached to this agreement in Attachment B.

- K. Require all construction bid documents and construction contracts for service line replacement incorporate SRF Supplemental Specifications attached to this agreement in Attachment C.
- L. The Borrower shall not execute any construction contract for service line replacement without the prior written authorization to award the contract provided by the Department's Twin Falls Regional Office.

#### **SECTION V. SPECIAL CONDITIONS**

- A. The Borrower shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this loan offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Borrower shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. The Borrower agrees to manage direct and indirect environmental impacts from the project that are specified in the environmental determination.
- D. All lead service line inventories shall be completed using Department approved reporting methods. Borrower agrees to complete inventory in accordance with *DWSRF Checklist for Lead Service Line Inventory - Attachment LSL-01 (Loan Attachment D)*.
- E. Borrower agrees to manage direct and indirect construction impacts to customers during service line replacement activities. Service line replacement activities shall satisfactorily comply with 40 CFR Part 141, Subpart I, Control of Lead and Copper. Upon closure of the Agreement, the Borrower will perform all steps reasonably necessary to restore the customers property to the preexisting conditions prior to service line

activities.

Borrower agrees to dispose of service line materials being replaced in a manner that meets all local, state, and federal disposal requirements and regulations.

- F. Borrower agrees to provide proof of an assigned Unique Entity Identifier and active registration with SAM (<https://www.sam.gov>) if not already obtained, prior to the first disbursement. Further disbursements will be made contingent on the Borrower providing proof that all requested information to SAM has been submitted. The Borrower will maintain active registration with SAM throughout the lifetime of the award, pursuant to 2 CFR 25.
- G. Required Certifications:
- Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
- Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- H. The Borrower agrees to verify that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management exclusion list at: <https://sam.gov/content/home>.

Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse the Borrower for these costs.

1. Telecommunications and Surveillance Equipment: Specifically, the Borrower is prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation.
2. The Borrower may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company.
3. The Borrower should be aware of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems

(e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.

#### **SECTION VI. SECURITY REQUIREMENTS**

The Borrower agrees:

- A. This loan will be evidenced and secured by a bond in the amount of not to exceed \$17,854 (seventeen thousand eight hundred fifty-four dollars). The bond will be issued upon project completion and is incorporated by reference into this Agreement.
- B. There will be a reserve fund equal to one year's payment of principal, fees and interest on the loan established. The Borrower has ten years to establish the reserve, setting aside 10% (ten percent) of one year's payment into the reserve fund each year.

#### **SECTION VII. LOAN DISBURSEMENTS**

The Borrower agrees:

- A. This loan shall be used solely to aid in the financing of the Borrower's project described in Section II.
- B. Requests for actual disbursement of loan funds will be made by the Borrower using forms provided by the Department. Upon approval of the disbursement request by the Department loans funds shall be released to the Borrower.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the loan amount may be reduced accordingly.
- E. An increase in the loan amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this loan shall be withheld until the following requirements are met:
  - 1. The Borrower certifies (a) that the project has been completed, and (b) that the project is fully operational; and

2. The Department has inspected the project and verifies project completion; and
  3. The Special Conditions in Section V have been met; and
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Borrower the offered sum of money based on the Borrower's priority position immediately upon the accrual of said sum in the Account.

#### **SECTION VIII. REPAYMENT TERMS AND SCHEDULE**

The Borrower agrees:

- A. This loan shall be repaid in the manner set forth in the bond which shall be incorporated into this Agreement by reference. The payment terms of the bond shall be consistent with this Agreement.
- B. To pay biannual payments of principal, fees, and interest and to fully amortize this loan not later than twenty (20) years from project completion. Interest will begin accruing with the first disbursement of funds. At the time of closing, accrued interest will be either paid to the Department or incorporated into the final loan amount if the approved amount has not been exceeded.
- C. At the time of closing, the Department may elect to impose a loan fee (not to exceed 1%) pursuant to the Rules. If a loan fee is imposed, the loan interest rate will be reduced by the amount of the loan fee. The loan fee will be assessed against the final loan balance, which shall include the entire principal balance and may include capitalized interest. Any loan fee shall be due and payable concurrently with scheduled loan principal and interest repayments over the repayment period.
- D. This Agreement shall remain in full force and effect until all loan proceeds, including principal, interest and loan fee, have been paid in full or the Agreement is otherwise suspended or terminated by the Department.

#### **SECTION IX. SUSPENSION OR TERMINATION OF LOAN AGREEMENT**

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Borrower or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:
  1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or

2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
  3. Violation(s) of any term of this Agreement; or
  4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
  5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Borrower in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
  2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.
- C. If the Borrower does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Borrower. If the Borrower initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Borrower shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Borrower with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement. If a suspended Agreement is not reinstated, the loan will be amortized and a repayment schedule prepared in accordance with the provisions of this Agreement.
- F. No terminated loan shall be reinstated. If the loan is terminated prior to final disbursement, the Borrower shall immediately pay back to the Department all disbursed funds and accrued interest to the extent such action complies with the procedures for events of defaults and remedies in Borrower's Bond Ordinance.
- G. If the Borrower defaults on the payment of the principal, loan fee, or interest due under this agreement, or if the Borrower breaches any of the terms or conditions of this

agreement, the entire principal amount and any accrued interest and fees may be declared immediately due and payable to the extent such actions comply with the procedure for events of defaults and remedies in the Borrower's Bond Ordinance. The default amount will accrue the same interest and fee rate as the principal of this loan from the date of default until the date of payment by the Borrower. The Borrower will also be required to reimburse the Department for any costs incurred as a result of the default, including court costs and attorney's fees.

#### **SECTION X. ACCESS AND INDEMNIFICATION**

The Borrower agrees to:

- A. Provide the Director, or his/her authorized agents, and the U.S. Environmental Protection Agency, access to all files, records, accountings and books relating to the management and accountability of this loan.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Borrower or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

#### **SECTION XI. OFFER**

The offer set forth herein must be accepted, if at all, on or before 60 days from the date of this loan offer. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.



\_\_\_\_\_  
Jess Byrne  
Director  
Department of Environmental Quality

Jun 7, 2024

Date

**SECTION XII. ACCEPTANCE**

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.

  
\_\_\_\_\_  
Signature of Representative

Chris Johnson, Mayor  
\_\_\_\_\_  
Name and Title of Representative - type or print

10th day of June 2024  
\_\_\_\_\_  
Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND  
THE CITY OF BELLEVUE

LOAN PROJECT NUMBER: DW2409

**ATTACHMENT A - PROJECT SCHEDULE**

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Bellevue (Borrower), Loan Project Number: DW2409, the Borrower agrees to complete the project, which consists of the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. Dated December 23): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system, in accordance with the following schedule:

Estimated Completion Date	Task
	Preliminary Engineering Report (PER)
	Final Plans, Specifications and Bidding Documents
	Project Bidding Results
	Award of Construction Contract
	Final Construction Completion
	User Charge or Tax Assessment System Enacted
	Water Protection Ordinance Enacted
	Final O&M Manual and Record Drawings
	Updated Drinking Water System Classification Worksheets
	Verify Appropriate Operator Licensure
	Final SRF Inspection Completed
	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:

  
\_\_\_\_\_  
Signature of Borrower Representative

Chris Johnson, Mayor  
\_\_\_\_\_  
Printed Name of Borrower Representative

\_\_\_\_\_  
DEQ Approval

\_\_\_\_\_  
Signature of Department Representative

\_\_\_\_\_  
Printed Name of Department Representative

\_\_\_\_\_  
Date of Approval



**Davis Bacon Compliance Requirements for Borrowers**  
**Attachment B (SRF-05)**

*Compliance with this attachment to the loan offer will be monitored as part of the DEQ project approval process and during interim and final inspections.*

**1. OBTAINING WAGE DETERMINATIONS AND INCLUSION INTO PROJECT.**

- a. For contacts greater than \$2,000, the Borrower shall obtain the wage determination for the locality in which project will take place prior to issuing advertisement for bids, proposals, quotes, or other methods for soliciting contracts (solicitation) for activities subject to Davis Bacon. Wage determinations can be found at [www.sam.gov](http://www.sam.gov). These wage determinations shall be incorporated into bid documents and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.
  - i. While the solicitation remains open, the Borrower shall monitor [www.sam.gov](http://www.sam.gov) weekly to ensure that the wage determination contained in the solicitation remains current. The Borrower shall amend the solicitation if Department of Labor (DOL) issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the Borrower may request a finding from the Idaho Department of Environmental Quality (DEQ) that there is not a reasonable time to notify interested contractors of the modification of the wage determination. DEQ will provide a report of its findings to the Borrower.
  - ii. If the Borrower does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless DEQ, at the request of the Borrower, obtains an extension of the 90-day period from DOL pursuant to 29 CFR 1.6©(3)(iv). The Borrower shall monitor [www.sam.gov](http://www.sam.gov) on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.
- b. If the Borrower carries out activity subject to Davis Bacon by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the Borrower shall insert the appropriate DOL wage determination from [www.sam.gov](http://www.sam.gov) into the ordering instrument.
- c. The Borrower shall review all subcontracts subject to Davis Bacon entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.
- d. As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination

applicable to a sub recipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the Borrower has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the Borrower shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The Contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

## **2. CONTRACT AND SUBCONTRACT PROVISIONS.**

- a. The Borrower shall insert in full, for any Contract in excess of \$2,000, Davis Bacon contractual clauses contained in Supplemental Specification Insert for Idaho Drinking Water and Clean Water State Revolving Fund attached to the loan agreement or found within the Customer Handbook at [www.deq.idaho.gov/SRF](http://www.deq.idaho.gov/SRF).

## **3. REQUEST ADDITIONAL "TRADE" CLASSIFICATIONS AND WAGE RATES**

- a. If a work classification(s) does not appear on the wage determination, the Borrower shall request an additional classification and wage rate. It is recommended the process be started early during the preconstruction conference. The Borrower and prime contractor for the project should identify the classification needed and recommend a wage rate through the DEQ. Requests can be approved if:
  - i. The work that will be performed by the requested classification is not already performed by another classification that is already on the wage determination (e.g., if there already is an Electrician classification and wage rate on the wage determination, another Electrician classification and rate cannot be requested.)
  - ii. The classification is utilized in the area by the construction industry.
  - iii. The proposed wage rate, including bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - iv. If the contractor and laborers and mechanics to be employed in the classification (if known), and the Borrower agree on the classification and wage rate (including fringe where appropriate).
- b. Requests shall be made in writing through the Borrower, including a completed Conformance Request SF 1444 Form available through DOL. The request should identify the work classification that is missing, the recommended wage rate for the classification and a copy of the project wage rate determination. The Borrower shall send the packet to DEQ for review and submission to the DOL for approval. DOL's response to DEQ will be forwarded to the Borrower.
- c. If the request is denied, the Borrower will be notified what classification and rate should be used. Requesting additional classification does not delay the payroll process. It may however result in correcting underpayments (wage restitution) if

DOL is not in agreement with the request

#### 4. PAYROLL REVIEWS

- a. The Federal Copeland Act requires that workers be paid at least once a week, and without any deductions or rebates except permissible deductions such as payroll taxes, deductions the worker authorizes in writing, or those provided by court order. The Act also requires contractors to maintain payroll records and submit weekly certified payroll and statement of compliance to the Borrower certifying wages paid and deductions made. The appropriate wage rates are those determined pursuant to the federal Davis-Bacon related acts by the DOL.
- b. Borrower shall review payrolls to determine if workers on the construction project have received appropriate rates of overtime compensation. The Contract Work Hours and Safety Act requires that laborers and mechanics receive overtime compensation at a rate of not less than one and one-half times their regular hourly wage after they have worked 40 hours in one week on SRF funded projects.
- c. Borrower shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The Borrower shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the sub recipient shall spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract as required by paragraph 7(a). Borrower shall conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with Davis Bacon requirements. Borrower's review of shall include the following:
  - i. Payrolls were submitted on time.
  - ii. Forms were filled out completely including the name, identifying number, address, and job classification for each employee.
  - iii. All self-employed owners, who have no employees, are designated as an employee, and are reported on the certified payroll of the prime contractor (or subcontractor if hired by them). In this instance, payroll records are completed the same as for employees and enter "self-employed" and contracting license number where the payroll asks for deductions.
  - iv. If the owner of the company has employees but also performs work as a laborer or mechanic on the project covered by Davis-Bacon wage decisions, the owner must list himself as an employee on the certified payroll he submits for his employees. The payroll form is completed the same as for employees and owner is identified as "self-employed, owner or owner/operator".
  - v. The wages and fringes listed on the certified payroll for each job

classification agree with those identified on the statement of intent to pay prevailing wages.

- vi. The payrolls include all the classifications being utilized even if not listed on the statement of intent to pay prevailing wages.
- vii. Payrolls only include permissible deductions.
- viii. When fringe benefits are being paid into a benefit plan, block 4(a) on the back of the certified payroll form must be checked.
- ix. Apprentices or trainees listed on the certified payroll are working under approved apprenticeship and training agreements. Copies of those certifications should be included with payrolls.
- x. The payroll form is signed.

#### **5. CONDUCT ON-SITE REVIEWS**

- a. The Borrower, or its representative, must provide for visits to the construction site to determine that:
  - i. Wage determinations are posted at the job site.
  - ii. Employees are working within the proper job classification.

#### **6. CONDUCT EMPLOYEE INTERVIEWS**

- a. If there is reason to suspect contractor noncompliance, the Borrower or its representative must conduct employee interviews with at least one employee in each trade to determine the following:
  - i. Employees are being paid the amounts/rates stated on the payrolls.
  - ii. Employees are being properly compensated for overtime hours.
  - iii. Employees are receiving their full wages and fringe benefits and are not being subjected to coercion or kickback tactics by the contractor or subcontractors.
  - iv. Contractors and subcontractors are using and paying apprentices and trainees appropriately.
- b. The Borrower shall use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. SF1445 is available from DOL.
- c. The Borrower must immediately report potential violations of the Davis Bacon prevailing wage requirements to DEQ project manager, and if directed by DEQ project manager, appropriate EPA and DOL contacts.

#### **7. SUBMIT FIRST WEEK LABOR STANDARDS (21 DAY LABOR PACKET)**

- a. For each prime and subcontractor performing work on-site during the first week of construction, the Borrower must provide a copy of the following documents to the DEQ project manager, within 21 days after the contractors start construction on the project.
  - i. Certified payroll for the first week's pay period and Borrower's analysis and opinion of compliance with Davis Bacon requirements.
  - ii. Employee interview forms for the first week (if there is a reasonable doubt

that any contractor is not fully complying with DB prevailing wages)

- b. The purpose for submitting the above information to DEQ is to assure that any underpayments are detected early, and appropriate corrections made early while easy to implement. The first week labor standards (21 day) packet must be provided to DEQ, and any underpayments resolved before DEQ will pay the construction reimbursement request. If underpayments are discovered, DEQ will notify the Borrower to work with the prime contractor to have wage restitution made and a corrected certified payroll submitted to DEQ for approval.

#### **8. RESOLVE OVERTIME VIOLATIONS**

- a. If the prime contractor or subcontractors do not compensate a worker appropriately for overtime, the Borrower shall notify DEQ and work with the prime contractor to resolve the overtime violations.
  - i. If the violation is less than \$10 per worker, the violation does not have to be reported.
  - ii. If the violation is \$10 or more per worker, the prime contractor must make payment or assure payments are made by subcontractors and submit a corrected certified payroll and a copy of the check to the worker and send it to the Borrower. Any time the violation is \$10 to \$999, the Borrower must notify DEQ in writing. If the violation is \$1,000 or more, the Borrower must submit a Labor Standards Enforcement Report to DEQ who will coordinate the violation with the DOL or EPA (contact DEQ for assistance in filing this report).

#### **9. RESOLVE OTHER UNDERPAYMENTS**

- a. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the prime contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Borrower.

#### **10. MAINTAIN PROJECT RECORDS**

- a. The Borrower is required to maintain project records that document all financial, monitoring and inspection transactions, and progress reviews that occur during the life of the project. Borrowers must maintain copies of weekly certified payrolls and any corrected certified payrolls, copies of correspondence and resolution of overtime violations, and copies of employee interviews in the project files for a minimum of three (3) years after final completion of the project.

**Supplemental Specification Insert for  
Idaho Drinking Water and Clean Water State Revolving Fund  
Loan Attachment C (ENG-03)**

**A. GENERAL**

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

**B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION**

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

**C. ACCESS**

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

**D. BONDING REQUIREMENTS**

1. For construction or facility improvement contracts exceeding \$100,000, the minimum requirements shall be as follows:
  - a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
  - b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
  - c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- E. **SAFETY:** Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.
- F. **REQUIRED PROJECT SIGN:** A project sign is required for the Project. The project sign must be displayed at the project site in accordance with the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. The project sign shall meet the requirements of the Office of Management and Budget (OMB) obtained at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>

**Exhibit 1: Example DEQ SRF Project Sign**

STATE OF IDAHO  
AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT

DEPARTMENT OF ENVIRONMENTAL QUALITY

DRINKING WATER PROJECT

DEQ PROJECT NUMBER: \_\_\_\_\_

DEQ SRF: \_\_\_\_\_  
Local: \_\_\_\_\_  
Total: \_\_\_\_\_

Official: \_\_\_\_\_  
Engineer: \_\_\_\_\_  
Contractor: \_\_\_\_\_

- G. **SRF CONTRACT REQUIREMENTS:** The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:
1. **PRIVITY OF CONTRACT:** The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.
  2. **AUDIT ACCESS TO RECORDS:**
    - a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated



contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

- b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
  - c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.
  - d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
  - e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.
  - f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
  - g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
    - i. To the extent the records pertain directly to contract performance
    - ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or
    - iii. If the contract is terminated for default or for convenience.
3. COVENANT AGAINST CONTINGENT FEES: The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the



Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

4. GRATUITIES

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

5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:

- a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.
- b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.
- c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

- d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.
  - e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.
6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment B see Section L - Submissions), must be signed by all Contractors entering into contracts of \$100,000 or greater.
7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.
8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
9. 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.
10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. 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 the Contract. The following provision shall apply to the Contract:
- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
  - b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this

section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:
  - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.
- d. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local

wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time is necessary.

- e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- f. 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.
- g. 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.
- h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the 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. DEQ or EPA may, after written notice to the Contractor and 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.
- i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.
- j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv)

that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.
- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- iii. 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 this section.
- iv. 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.
- v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor'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 DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- I. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- n. 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.
- o. 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 Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.
- p. Certification of eligibility.
  - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- q. Contract Work Hours and Safety Standards Act: For Contract in excess of \$100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not 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.
  - i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
  - ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the 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 Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.
- iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
  - iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Contract.
- a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.
  - b. The Contractor shall secure a manufacturer's certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing

occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

- c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacture's certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.
  - d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.
12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
13. REQUIRED CERTIFICATIONS:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.

- H. SUSPENDED AND DEBARRED:** The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is \$25,000 or greater) with excluded persons.
1. **General: Prohibition on Equipment Purchase from Excluded Contractors:** In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.
  2. **Telecommunications and Surveillance Equipment:** Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
  3. **Condition For all Lower Tier Transactions:** The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at [www.sam.gov](http://www.sam.gov).
- I. BIDDER'S LIST OF SUBCONTRACTORS:** The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.
- J. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION (EEO/AA):** The EEO/AA requirements only apply to Contractor who has (1) 50 or more employees and (2) signs a contract, subcontract, or purchase order amounting to \$50,000 or more.
1. **Online Standard Form 100 (EEO-1):** The Contractor shall complete and submit the online form 100 to the Joint Reporting Committee within 30 days after the award of such a contract or purchase order, unless such person has submitted such a report within 12 months preceding the date of award. Subsequent reports shall be submitted annually on or before the 30th day of September. Failure to file timely, complete, and accurate reports as required constitutes non-compliance with Contractors' or subcontractors' obligations under Executive Order

11246, as amended, and is grounds for the imposition of sanctions authorized by Executive Order 11246 and other rules and regulations issued pursuant thereto. Further information is available at: <https://egov.eeoc.gov/eeo1/>.

2. The EEO Poster (EEOC-P/E-1): The Contractor must post the EEO poster on project site; the EEO poster may be ordered through the Equal Employment Opportunity Commission (EEOC) Website at: <http://www1.eeoc.gov/employers/poster.cfm>.
3. Contact the EEOC: The Contractor shall contact the EEOC within 30 days of Contract award. EEO Contact Information: EEO-1 Joint Reporting Committee P.O. Box 19100, Wash. D.C. 20036-9100; phone (866) 286-6440; Email: [e1.techassistance@eeoc.gov](mailto:e1.techassistance@eeoc.gov).

**K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION:** Consistent with the President's Policy Statement on Disadvantage Business Enterprises (DBEs) dated December 17, 1983, Executive Order 12432 and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33) dated May 28, 2008, all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBEs). Such utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in performing this project. In this regard all Contractors shall take all necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA assisted projects.

1. Fair Share: Fair Share is a reasonable amount of funds commensurate with total project funding, demographic factors, and the availability of DBE businesses. A fair share does not constitute an absolute goal, but a commitment on the part of the bidder to attempt to use minority and women's businesses by carrying out the five "Good Faith Efforts" described under 40 CFR 33 Subpart C.
2. Requirements: Bidders must take the following "Good Faith Efforts" in awarding subcontracts for supplies, construction or services and equipment:
  - a. Make DBEs aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
  - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- e. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.
  - f. The successful bidder shall complete and submit a Sworn Statement of Compliance (Attachment A; see Section L - Submissions). The Owner shall forward a copy to DEQ prior to issuance of the Authorization to Award.
3. Recordkeeping: The Contractor must maintain all records documenting its compliance with the DBE requirements of 40 CFR Part 33 (Subpart E: Recordkeeping and Reporting), including documentation of good faith efforts (Subpart C) and data relied upon in formulating its fair share objectives (Subpart D). Such records must be retained in accordance with applicable record retention requirements of this specification.

**L. SUBMISSIONS (Copies of Required Forms Follow this Section)**

- 1. Form to be submitted by all bidders as part of the sealed bid:
  - a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
- 2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
  - a. Form 1: Bidder's List of Subcontractors
  - b. ATTACHMENT A: Sworn Statement of Compliance with Disadvantaged Business Enterprise Utilization Requirements
- 3. Forms to be submitted by the Owner to DEQ with requisitions for reimbursement:
- 4. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
  - a. ATTACHMENT B Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
  - b. ATTACHMENT C Disadvantaged Business Enterprises to be Utilized
  - c. ATTACHMENT D Disadvantaged Business Enterprises Contacted
  - d. ATTACHMENT E Contractor's Compliance Statement (Executive Order #11246)
  - e. ATTACHMENT F Certification of Non-Segregated Facilities

To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

**FORM BABA-1**  
**BIDDER'S CERTIFICATION OF COMPLIANCE**  
**WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA)**  
**PROVISIONS**

(To be submitted as part of the sealed bid)

**Bidder's Statement of Certification**

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisions of SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
<b>Prime Contractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

To be submitted prior to authorization to award; Owner forwards a copy to DEQ

**ATTACHMENT A**  
**SWORN STATEMENT OF COMPLIANCE WITH DISADVANTAGED**  
**BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS**

To be eligible for award of this Contract, each successful bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to DBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following "Good Faith Efforts" in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, SBA and the Minority Business Development Agency of the Department of Commerce, as appropriate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and title of signer: \_\_\_\_\_

E-mail address: \_\_\_\_\_



Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT B**  
**CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT C**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE UTILIZED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

☐ MBE

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ Subcontractor☐ Supplier☐ Manufacturer

Use additional pages if necessary

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT D**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE CONTACTED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ SubContractor☐ Supplier☐ Manufacturer

Use additional pages if necessary

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT E**  
**CONTRACTORS COMPLIANCE STATEMENT**  
**(EXECUTIVE ORDER #11246)**

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

This statement relates to a proposed contract with (name of grantee):

who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective Contractor. I represent that:

I have ☐ I have not ☐ participated in a previous contract or subcontract subject to Executive Order 11246 of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations and relevant orders of the Secretary of Labor. (60-1.4(b)(4)).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT F**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certifies, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**DWSRF Checklist for Lead Service Line Inventory**  
**Attachment LSL-01 (Loan Attachment D)**

**Loan Recipient:** City of Bellevue, Blaine County, Idaho **Project:** \_\_\_\_\_

**Consultant:** \_\_\_\_\_ **Date:** 10th Day of June 2024

The Department of Environmental Quality (DEQ) requires that information contained in this checklist be satisfied for lead service line inventories (LSLI) that are conducted with drinking water state revolving fund (DWSRF) monies. This checklist is intended to assist SRF loan recipients in the development of an acceptable LSLI and will also be used by DEQ staff as a review tool. Systems not using DWSRF funding to conduct a LSLI may use this checklist as a guidance resource. Additional guidance for developing LSLI is available at EPA's *Guidance for Developing and Maintaining a Service Line Inventory* found at: <https://www.epa.gov/ground-water-and-drinking-water/revised-lead-and-copper-rule>

<b>A. Preliminary Actions</b>			
<b>Checklist Item</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
1. Inventory Methodology submitted to DEQ with LSLI funding application?	<input type="checkbox"/>	<input type="checkbox"/>	
2. LSLI funding agreement executed, and special conditions in funding agreement satisfied?	<input type="checkbox"/>	<input type="checkbox"/>	
<b>B. Mandatory Data Collection – Historical Records Review</b>			
<b>Checklist Item</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
1. Plumbing codes/records, development records (e.g., subdivision plat approval date), and building permits reviewed to identify lead service lines? <sup>1</sup> Description:	<input type="checkbox"/>	<input type="checkbox"/>	
2. Engineering project record drawings reviewed to identify lead service lines? <sup>1</sup> Description:	<input type="checkbox"/>	<input type="checkbox"/>	
3. City maintenance, repair, and inspection records reviewed to identify lead service lines? Description:	<input type="checkbox"/>	<input type="checkbox"/>	
4. Other available records information reviewed? Description:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>C. Supplemental Data Collection - Field Investigations or Alternative Methods</b>			
<b>Checklist Item</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
1. Field investigation and identification of service lines to minimize number of reported unknowns? Description of methods:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Predicative modeling used to identify and prioritize areas needing further investigation? Describe model inputs and calibration results:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



3. Water quality sampling used to identify and prioritize areas needing further investigation and a sampling plan submitted to DEQ prior to performing sampling?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. In-pipe investigation (i.e., any method that introduces equipment into pipe) used to identify and prioritize areas needing further investigation?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. AWWA Standard C651 and C655 used for disinfection and flushing?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Public notice provided to consumers for planned depressurization events?	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Other alternative methodology used? Description of methods:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<b>D. Inventory Submittal</b>			
<b>Checklist Item</b>	<b>Yes</b>	<b>No</b>	<b>NA</b>
1. DEQ inventory spreadsheet used as LSLI reporting submittal?	<input type="checkbox"/>	<input type="checkbox"/>	
2. Less than 25% of the public water system owned side of the service lines are reported as unknowns? <sup>2</sup> If NO, provide detailed description of how unknowns will be reduced:	<input type="checkbox"/>	<input type="checkbox"/>	
3. Less than 50% of the privately owned side of service lines are reported as unknowns? <sup>2</sup> If NO, provide detailed description of how unknowns will be reduced:	<input type="checkbox"/>	<input type="checkbox"/>	
4. Inventory includes a plan to replace known lead services? <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
5. Inventory includes a plan for annual consumer notification of service line material status? <sup>2</sup>	<input type="checkbox"/>	<input type="checkbox"/>	
6. Inventory submitted to DEQ by October 16, 2024?	<input type="checkbox"/>	<input type="checkbox"/>	

<sup>1</sup> The 1986 federal Lead Ban was adopted and became effective in Idaho in 1989. It prohibited the use of pipe, solder, or flux in a PWS that was not "lead-free," which was defined as containing not more than point two (0.2) percent lead in solders and flux, and as containing not more than eight (8.0) percent lead in pipes and pipe fittings. Service lines constructed prior this date may have lead service line materials and should be prioritized for supplemental data collection. Service lines constructed after this date are less likely to contain lead materials.

<sup>2</sup> Item represents a best practice and not required for inventory submittal.

**EXHIBIT C**

**LIF GRANT OFFER**

## **EXHIBIT C**

### **STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY LEADING IDAHO FUNDING OFFER, ACCEPTANCE AND AGREEMENT FOR DRINKING WATER FACILITIES DESIGN AND CONSTRUCTION**

#### **SECTION I. INTRODUCTION**

The State of Idaho (State) is authorized by Title 39, Chapter 36 (Act), Idaho Code, IDAPA 58.01.12, and IDAPA 51.01.22 (Rules) to distribute funds to assist entities in the planning, design, and construction of drinking water facilities. The Idaho Legislature authorized the Department to receive Leading Idaho Funds (LIF) to distribute for the construction of drinking water and wastewater infrastructure improvements, pursuant to the Act (Idaho House Bill No. 361, Sections 3 and 4 of the first regular session of 2023).

The City of Bellevue (Grantee) has applied for an LIF grant and is a public entity created for the purposes, among other purposes, of operating and maintaining the public drinking water system located in Bellevue, Idaho and taking all necessary actions to ensure that the public drinking water system meets all applicable laws. The Department has established eligibility for an LIF grant and hereby offers an LIF grant to the Grantee according to the terms and conditions contained in this document and the Rules.

#### **SECTION II. DESCRIPTION OF PROJECT**

This grant agreement is for design and construction of the following project:

- |    |                           |  |
|----|---------------------------|--|
| A. | LIF Grant Project Number: | DW2409LF   |
| B. | Grantee Name and Address: | City of Bellevue<br>PO Box 825<br>Bellevue, Idaho 83313  |
| C. | Project Description:      | This grant is for the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. dated December, 2023): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system. Costs of construction will include, but are not limited to, administrative, engineering and other |

related costs, the costs of issuance of the revenue bonds and any amounts necessary to establish bond reserve funds.

D. Terms: \$3,304,837 at 0% all of which is grant funding, resulting in no repayment obligation, as long as the terms of this agreement are followed.

E. Estimated Project Budget: \*

1.	Transmission & Distribution	\$7,440,000
2.	Storage	\$1,160,000
3.	Land	<u>\$1,000,000</u>
4.	Total	<u>\$9,600,000</u>

**\*Amount to be funded by DEQ State Revolving Fund \$6,295,163**

\*Note: The above project budget categories represent estimated expenses and may be adjusted with prior coordination with the Department.

### **SECTION III. GENERAL CONDITIONS**

This offer may only be accepted by signature by an authorized representative of the Applicant. Upon acceptance by the Applicant, this offer shall become a grant agreement (Agreement) and the Applicant shall become the Grantee. By accepting this offer, the Grantee agrees to all terms and conditions set forth in this document and the Rules:

The Grantee agrees:

- A. To not transfer, assign or pledge any beneficial interest in this Agreement to any other person or entity without the prior written consent of the Director of the Department of Environmental Quality (Director). To not enter into sale, lease or transfer of any of the property related to the Agreement. To not make any additional material encumbrances to the project without the prior written consent of the Director. To not delegate legal responsibility for complying with the terms, conditions, and obligations of this Agreement without the prior written consent of the Director. Notwithstanding any other provision of this paragraph, the Grantee may sell or otherwise dispose of any of the works, plant, properties and facilities of the project or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the project, or no longer necessary, material or useful in such operation, without the prior written consent of the Director.
- B. To enter into such contractual arrangements with third parties as it deems advisable to assist it in meeting its responsibilities under this Agreement.
- C. To fulfill all declarations, assurances, representations and statements in the application and all other documents, amendments and communications filed with the Department, by the

Grantee, in support of the request for this grant.

- D. To comply with applicable State and Federal employment requirements including, but not limited to, Equal Employment Opportunity and Civil Rights requirements.
- E. To provide the Department with documentation evidencing ownership of, and/or the right of access or easements for real property on which the project is proposed to be constructed. Clear title or legal right to access all real property necessary for the successful operation of the facilities shall be guaranteed by the Grantee for the useful life of the project, prior to commencement of construction. Land acquisitions shall only be reimbursed by the Department if obtained from a willing seller.
- F. Grantee agrees that, in the event Grantee fails to meet its obligations under this Agreement, that the Department is entitled to seek specific performance of this Agreement.
- G. That any waiver by the Department at any time of the rights or duties under this Agreement shall not be deemed a waiver of any subsequent or additional rights or duties under this Agreement.
- H. That the use by the Department of any remedy specified in this Agreement for its enforcement is not exclusive and shall not deprive the Department of the right to seek any other appropriate legal or equitable remedy.
- I. That this Agreement is binding upon the Grantee and the Department, and any person, office or entity succeeding the Grantee or the Department.
- J. To comply with all applicable federal, state, and local laws.
- K. In the event any term of this Agreement is held to be invalid or unenforceable by a court, the remaining terms of this Agreement will remain in force.
- L. The Grantee understands that (i) each contract and subcontract related to the project is subject to audit by appropriate federal and/or state entities and (ii) failure to comply with the 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.
- M. As per Executive Order 12549, 2 CFR 180 and 2 CFR 1532 the Grantee agrees to not enter into covered transactions with any contractors or subcontractors that have been suspended or debarred, and to include a similar term or condition in all lower tier covered contracts and transactions.

#### **SECTION IV. PROJECT MANAGEMENT**

The Grantee agrees to:

- A. Require the prime engineering firm(s) and their principals retained for engineering services to carry professional liability insurance to protect the public from the engineer's negligent

acts and errors of omission of a professional nature. The total aggregate of the engineer's professional liability insurance shall be at least one hundred thousand dollars (\$100,000) or twice the amount of the engineer's fee, whichever is greater. Professional liability insurance must cover all services rendered for all phases of the project, whether or not those services are state funded, until the certification of project performance is accepted by the Department.

- B. Comply with the Public Works Contractors License Act and the Public Contracts Bond Act, Title 54, Chapter 19, Idaho Code, including requiring the prime construction contractor retained for construction to carry performance and payment bonds equal to one hundred percent (100%) of the contract price. The bond will be released when the constructed facility is accepted by the Grantee.
- C. Assure that contracts related to the project, which provide for arbitration allow appeal of any resulting arbitration decision to a district court or allow the arbitration to be non-binding on both parties if either party desires not to use arbitration as a method of dispute settlement.
- D. Develop and adopt a water system protection ordinance prior to receiving final payment of grant funds.
- E. Provide to the Department for approval, an operation and maintenance manual for the project. The manual shall be approved by the Department prior to project startup.
- F. Provide adequate staffing and qualified operation and maintenance personnel as specified in the operation and maintenance manual approved by the Department.
- G. Assure that any treatment and distribution systems are placed under the direct supervision of a licensed responsible charge operator(s) in accordance with the Idaho Rules for Public Water Systems, IDAPA 58.01.08.554.
- H. Commence satisfactory operation and maintenance of the project infrastructure on completion of the project in accordance with applicable provisions, rules of the Department, and any other applicable law, rule, or regulation.
- I. Maintain project accounts in accordance with generally accepted accounting principles.
- J. Require one (1) year project warranty period and ensure that the project is performing in accordance with the design performance standards after the project has been in operation for one (1) year. If the project is unable to consistently meet these standards, the Grantee must submit a corrective action report and a schedule for ensuring the project meets performance standards to the Department.
- K. Require all construction bid documents and construction contracts incorporate State Revolving Fund Supplemental Specifications attached to this agreement in Attachment C.
- L. The Grantee shall not execute any construction contract without the prior written

authorization to award the contract provided by the Department's Twin Falls Regional Office.

#### **SECTION V. SPECIAL CONDITIONS**

- A. The Grantee shall complete the attached project schedule and submit to the Department for approval on or before 60 days from the date of this funding offer. No funds shall be disbursed per this Agreement until a project schedule has been approved by the Department. The Department approved project schedule shall be attached to this Agreement as Attachment A and incorporated by reference as if fully set forth herein. The Grantee shall complete the project in accordance with the approved project schedule.
- B. All amendments to the project schedule must be approved by the project manager in the Department's Twin Falls Regional Office, prior to becoming effective.
- C. Required Certifications:
  - 1. Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.
  - 2. Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.
- D. The Grantee shall apply the LIF funds to actual, reasonable and necessary Project costs in accordance IDAPA 58.01.12.
- E. If requested by the Department, the Grantee agrees to provide a monthly progress report to the project manager in the Department's Twin Falls regional office. The progress report shall include at a minimum: updated schedule to completion, up to date project budget with final cost forecasts, and issues encountered in the reporting period.
- F. Before grant closing, the Borrower will notify the Department a customer service policy has been drafted and approved.

#### **SECTION VI. FUNDING DISBURSEMENTS**

The Grantee agrees:

- A. This grant shall be used solely to aid in the financing of the Grantee's project described in Section II.

- B. Requests for actual disbursement of funds will be made by the Grantee using forms provided by the Department. Upon approval of the disbursement request by the Department funds shall be released to the Grantee.
- C. The costs set forth in Section II have been determined by the Department to be eligible costs for funding. Some of the costs however, have been estimated, and the actual costs may differ from such estimated costs. A project review by the Department will determine final eligible costs for the project.
- D. If the actual eligible cost of the project is determined by the Department to be lower than the estimated eligible cost, the funding amount may be reduced accordingly.
- E. An increase in the grant amount as a result of an increase in eligible project costs may be considered, provided funds are available. Documentation supporting the need for an increase must be submitted to the Department for approval prior to incurring any costs above the eligible cost ceiling.
- F. Payment of the final five percent (5%) of this grant shall be withheld until the following requirements are met:
  - 1. The Grantee's engineer certifies (a) a statement of material compliance that the project has been constructed according to plans and specifications previously approved by the Department, or record drawings that discloses deviations, (b) an operations manual has been completed, and (c) that the project is fully operational; and
  - 2. The Department has inspected the project and verifies the engineer's certification; and
  - 3. The Special Conditions in Section V have been met; and
  - 4. A responsible charge operator (RCO) has been designated in accordance with Section IV.
- G. This offer is subject to the existence of the offered sum of money in the Account at the time of payment. Should the offered sum of money not be available in the Account at the time of payment, the Department hereby agrees to pay the Grantee the offered sum of money based on the Grantee's priority position immediately upon the accrual of said sum in the Account.

#### **SECTION VII. SUSPENSION OR TERMINATION OF GRANT AGREEMENT**

- A. The Director may suspend or terminate this Agreement prior to final disbursement for failure of the Grantee or its agents, including engineering firm(s), contractor(s), or subcontractor(s) to perform. This Agreement may be suspended or terminated for good cause including, but not limited to, the following:



1. Commission of fraud, embezzlement, theft, forgery, bribery, misrepresentation, conversion, malpractice, misconduct, malfeasance, misfeasance, falsification or unlawful destruction of records, receipt of stolen property or any form of tortious conduct; or
  2. Commission of any crime for which the maximum sentence includes the possibility of one (1) or more years imprisonment or any crime involving or affecting the project; or
  3. Violation(s) of any term of this Agreement; or
  4. Any willful or serious failure to perform within the scope of the project, project schedule, terms of engineering subagreements, or contracts for construction; or
  5. Utilizing a contractor or subcontractor who has been suspended or debarred by order of any federal or state agency from working on public work projects funded by that agency.
- B. The Director will notify the Grantee in writing and by certified mail of the intent to suspend or terminate this Agreement. The notice of intent shall state:
1. Specific acts or omissions which form the basis for suspension or termination; and
  2. Availability of a contested case hearing before the Board of Environmental Quality conducted as provided for in the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23.
- C. If the Grantee does not initiate a contested case hearing before the Board by filing a petition within the time period specified by the Contested Case Rule and Rules for Protection and Disclosure of Records, IDAPA 58.01.23., the Department may thereafter terminate or suspend the Agreement by written notice to the Grantee. If the Grantee initiates a contested case, the termination or suspension shall be determined by the Board.
- D. The Grantee shall perform no work under the Agreement after receiving a notice of intent to suspend or terminate until all administrative proceedings and appeals therefrom are final or the Department reinstates the Agreement as provided herein.
- E. Upon written request by the Grantee with evidence that the cause(s) for suspension no longer exists, the Director may, if funds are available, reinstate the Agreement.
- F. No terminated grant shall be reinstated. If the grant is terminated prior to final disbursement, the Grantee shall immediately pay back to the Department all disbursed funds and accrued interest.
- G. That in the event there is a breach by the Grantee of any of the terms or conditions of this Agreement, the entire grant amount may be declared due and immediately payable to the Department. All expenses incurred by the Department, which may include costs and

attorney's fees, may be required to be repaid by the Grantee to the Department.

#### **SECTION VIII. ACCESS AND INDEMNIFICATION**

The Grantee agrees to:

- A. Provide the Director, or his/her authorized agents, access to all files, records, accountings and books relating to the management and accountability of this grant.
- B. To the extent permitted by law, indemnify and hold harmless the State of Idaho, its agents and its employees from any and all claims, actions, damages, liabilities and expenses directly or indirectly connected to the Grantee or its agents, employees, contractors, or assignees actions related to the location, design, construction, operation, maintenance, repair, failure or deactivation of the project or any part of the project.

#### **SECTION IX. OFFER**

The offer set forth herein must be accepted, if at all, **on or before June 30, 2024**. An acceptance must be accompanied by a resolution of the Applicant's governing body authorizing the signator to sign on the Applicant's behalf for the purpose of this agreement.



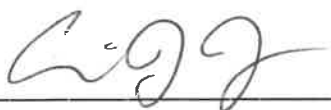
\_\_\_\_\_  
Jess Byrne  
Director  
Department of Environmental Quality

Jun 7, 2024

Date

#### **SECTION X. ACCEPTANCE**

The City of Bellevue, by and through its undersigned representative(s), accepts the foregoing offer and agrees to discharge all obligations and to comply with all terms and conditions contained herein.



\_\_\_\_\_  
Signature of Representative

Chris Johnson, Mayor

Name and Title of Representative - type or print

10th day of June 2024

Date

LOAN AGREEMENT BETWEEN THE STATE OF IDAHO  
DEPARTMENT OF ENVIRONMENTAL QUALITY AND  
THE CITY OF BELLEVUE  
LOAN PROJECT NUMBER: DW2409  
**ATTACHMENT A - PROJECT SCHEDULE**

Pursuant to Section V, Special Conditions of the loan agreement (Agreement) between the State of Idaho, Department of Environmental Quality (Department) and the City of Bellevue (Borrower), Loan Project Number: DW2409, the Borrower agrees to complete the project, which consists of the following improvements (as further described in the City of Bellevue's Drinking Water Facility Plan, prepared by Mountain Waterworks, Inc. Dated December 23): (i) construction of a new spring collection system, (ii) reconstruction of a transmission main, (iii) construction and replacement of water main, (iv) identifying and repairing leaks in the system and other improvements and betterments to the system, in accordance with the following schedule:

Estimated Completion Date	Task
	Preliminary Engineering Report (PER)
	Final Plans, Specifications and Bidding Documents
	Project Bidding Results
	Award of Construction Contract
	Final Construction Completion
	User Charge or Tax Assessment System Enacted
	Water Protection Ordinance Enacted
	Final O&M Manual and Record Drawings
	Updated Drinking Water System Classification Worksheets
	Verify Appropriate Operator Licensure
	Final SRF Inspection Completed
	Final Reimbursement Request Submitted to DEQ

Project schedule approved by:

  
\_\_\_\_\_  
Signature of Borrower Representative

Chris Johnson, Mayor  
\_\_\_\_\_  
Printed Name of Borrower Representative

\_\_\_\_\_  
DEQ Approval

\_\_\_\_\_  
Signature of Department Representative

\_\_\_\_\_  
Printed Name of Department Representative

\_\_\_\_\_  
Date of Approval

**Supplemental Specification Insert for  
Idaho Drinking Water and Clean Water State Revolving Fund  
Loan Attachment C (ENG-03)**

**A. GENERAL**

1. The requirements contained herein apply to all projects either partially or completely funded by the Drinking Water State Revolving Fund and/or Clean Water State Revolving Fund (DWSRF or CWSRF) Program. In the event of conflict with other requirements contained elsewhere, the requirements contained herein shall control.
2. All applicable federal, state, and local laws shall be complied with during bidding and construction. The Contractor is responsible for its own and its employees' acts or omissions under the laws and the contract and are jointly and equally responsible for the acts and omissions of their employees.
3. Copies of all documentation required by this specification insert shall be kept by the Owner, who shall maintain the records until three years of loan repayments have occurred.

**B. MAINTENANCE OF EXISTING TREATMENT WORKS DURING CONSTRUCTION**

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

**C. ACCESS**

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

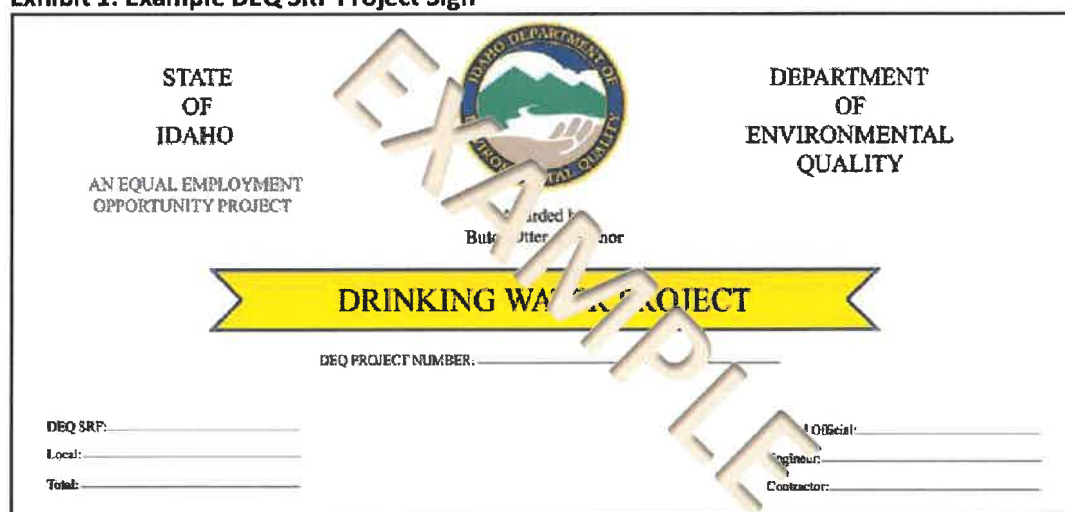
**D. BONDING REQUIREMENTS**

1. For construction or facility improvement contracts exceeding \$100,000, the minimum requirements shall be as follows:
  - a. Bid guarantee: a bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.
  - b. Performance bond: a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
  - c. Payment bond: a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure

payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

- E. **SAFETY:** Contractor is solely responsible for ensuring safety standards at the project site and for ensuring that all work will be conducted in a manner consistent with Occupational Safety and Health Administration Safety and Health Standards, 29 Code of Federal Regulations (CFR) Part 1926.
- F. **REQUIRED PROJECT SIGN:** A project sign is required for the Project. The project sign must be displayed at the project site in accordance with the Infrastructure Investment and Jobs Act, 2021 Pub L. No. 117-58. The project sign shall meet the requirements of the Office of Management and Budget (OMB) obtained at <https://www.whitehouse.gov/wp-content/uploads/2023/02/Investing-in-America-Brand-Guide.pdf>

**Exhibit 1: Example DEQ SRF Project Sign**



The image shows a project sign template for the State of Idaho Department of Environmental Quality (DEQ). The sign is white with a yellow banner in the center. At the top left, it says "STATE OF IDAHO" and "AN EQUAL EMPLOYMENT OPPORTUNITY PROJECT". At the top right, it says "DEPARTMENT OF ENVIRONMENTAL QUALITY". In the center, there is a circular logo with a mountain, a river, and a sun, with the text "IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY" around it. Below the logo, it says "Funded by" and "Bulwer, Otter, and". The yellow banner in the center says "DRINKING WATER PROJECT". Below the banner, it says "DEQ PROJECT NUMBER: \_\_\_\_\_". At the bottom left, there are three lines for "DEQ SRF: \_\_\_\_\_", "Local: \_\_\_\_\_", and "Total: \_\_\_\_\_". At the bottom right, there are three lines for "Official: \_\_\_\_\_", "Engineer: \_\_\_\_\_", and "Contractor: \_\_\_\_\_". A large, diagonal "EXAMPLE" watermark is overlaid across the center of the sign.

- G. **SRF CONTRACT REQUIREMENTS:** The following clauses shall be included as part of these specifications and thereby incorporated into the construction Contract:
1. **PRIVITY OF CONTRACT:** The construction Contract is funded in part with funds from the EPA and DEQ. Neither the United States, the State of Idaho nor any of its departments, agencies, or employees is, or will be a party to the construction Contract or any lower tier contract.
  2. **AUDIT ACCESS TO RECORDS:**
    - a. The Contractor (the person or entity under contract with the Owner to perform the work partially or fully paid for with DWSRF and/or CWSRF) shall maintain books, records, documents, and other evidence directly pertinent to performance on DWSRF and/or CWSRF-funded work under this contract in accordance with generally accepted accounting principles and practices consistently applied, and the applicable DEQ regulations in effect on the date of execution of this construction contract. The Contractor shall also maintain the financial information and data used in the preparation or support of any cost submission required under applicable regulations for negotiated

contracts or change orders and a copy of the cost summary submitted to the Owner. The DEQ, the EPA, the Comptroller General of the United States, the United States Department of Labor, and the Owner, or any of their authorized representatives shall have access to all such books, records, documents, and other evidence for the purpose of inspection, audit, and copying during normal business hours. The Contractor will provide proper facilities for such access and inspection.

- b. If this is a fixed price contract awarded through sealed bidding or otherwise on the basis of effective price competition, the Contractor agrees to make paragraphs (a) through (g) of this clause applicable to all negotiated change orders and contract amendments affecting the contract price. In the case of all other types of prime contracts, the Contractor agrees to make paragraphs (a) through (g) applicable to all contract awards in excess of \$10,000, at any tier, and to make paragraphs (a) through (g) of this clause applicable to all change orders directly related to project performance.
  - c. Audits conducted under this provision shall be in accordance with generally accepted auditing standards and with established procedures and guidelines of the reviewing or audit agency.
  - d. The Contractor agrees to disclose all information and reports resulting from access to records under paragraphs (a) and (b) of this clause to any of the agencies referred to in paragraph (a).
  - e. Records under paragraphs (a) and (b) above shall be maintained by the Contractor during performance on DEQ assisted work under this contract and for three years after the Owner makes final payment to the Contractor and all other pending matters are closed.
  - f. Access to records is not limited to the required retention periods. The authorized representatives designated in paragraph (a) of this clause shall have access to records at any reasonable time for as long as the records are maintained.
  - g. This right of access clause applies to financial records pertaining to all contracts (except for fixed price contracts awarded through sealed bidding or otherwise on the basis of effective price competition), and all contract change orders regardless of the type of contract, and all contract amendments regardless of the type of contract. In addition, this right of access applies to all records pertaining to all contracts, contract change orders, and contract amendments:
    - i. To the extent the records pertain directly to contract performance
    - ii. If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or
    - iii. If the contract is terminated for default or for convenience.
3. COVENANT AGAINST CONTINGENT FEES: The Contractor assures that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee excepting bona fide employees or bona fide established commercial or selling agencies maintained by the

Contractor for the purposes of securing business. For breach or violation of this assurance, the Owner shall have the right to annul the Contract without liability or, at its discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, and brokerage or contingent fee.

4. GRATUITIES

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

5. CONTRACTS FOR PROFESSIONAL SERVICES: The following clause applies only to contracts that include professional services:

- a. The Contractor is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services furnished by the Contractor under this Contract. If the Contract involves environmental measurements or data generation, the Contractor shall develop and implement quality assurance practices consisting of policies, procedures, specifications, standards and documentation sufficient to produce data of quality adequate to meet project objectives and to minimize loss of data due to unforeseen conditions or malfunctions. The Contractor shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in that Contractor's designs, drawings, specifications, reports and other services.
- b. The Contractor shall perform the professional services necessary to accomplish the work specified in the Contract in accordance with the Contract and applicable DEQ requirements in effect on the date of execution of the funding assistance agreement for this project.
- c. The Owner's or DEQ's approval of drawings, designs, specifications, reports and incidental work or materials furnished shall not in any way relieve the Contractor of responsibility for the technical adequacy of his work. Neither the Owner's nor DEQ's review, approval, acceptance or payment for any of the services shall be construed as a waiver of any rights under the Contract or of any cause for action arising out of the performance of the Contract.

- d. The Contractor shall be, and shall remain, liable in accordance with applicable law for all damages to the Owner or DEQ caused by the Contractor's negligent performance of any of the services furnished under this Contract, except for errors, omissions or other deficiencies to the extent attributable to the Owner, Owner-furnished data or third party. The Contractor shall not be responsible for any time delays in the project caused by circumstances beyond the Contractor's control.
  - e. The Contractor's obligations under this clause are in addition to the Contractor's other express or implied assurances under this Contract or state law and in no way diminish any other rights that the Owner may have against the Contractor for faulty materials, equipment or work.
6. ANTI-LOBBYING ACT: The Contractor agrees to comply with the requirements of the federal Anti-Lobbying Act, Section 1352, Title 31, U.S. Code, which requires disclosure of lobbying activities. The Certification Form, "*Certification of Compliance with Anti-Lobbying Act*", (Attachment B see Section L - Submissions), must be signed by all Contractors entering into contracts of \$100,000 or greater.
7. COMPLIANCE WITH COPELAND ACT REQUIREMENTS: The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated in this contract by reference.
8. SUBCONTRACTS: The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
9. 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.
10. DAVIS-BACON WAGE RATE REQUIREMENTS UNDER THE CONSOLIDATED AND FURTHER CONTINUING APPROPRIATIONS ACT, 2013 (P.L. 113-6): With respect to the Clean Water and Drinking Water State Revolving Funds, Davis Bacon prevailing wage rates are a requirement of the project. 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 the Contract. The following provision shall apply to the Contract:
- a. All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.
  - b. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (f) of this



section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in section 5.5(a)(4) of the Davis-Bacon Act. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein. Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (c) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- c. The Contractor shall require that any class of laborers or mechanics, including helpers, which is not listed in the general wage determination and which is to be employed under the Contract be classified in conformance with the wage determination. The Contractor and Owner shall submit request for additional classification to DEQ project manager when the following criteria have been met:
  - i. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - ii. The classification is utilized in the area by the construction industry; and
  - iii. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - iv. If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the Owner agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the Owner to the DEQ project manager. The DEQ project manager will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor (DOL), Washington, DC. The Contractor and Owner shall transmit such request for additional classification using most recent version of DOL Conformance Request SF1444 Form. The DOL Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the DEQ project manager or will notify the DEQ project manager within the 30-day period that additional time is necessary.
- d. In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the Owner do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the DEQ project manager shall refer the request and the local

wage determination, including the views of all interested parties and the recommendation of the DEQ project manager, to the DOL Administrator for determination. The DOL Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the DEQ project manager within the 30-day period that additional time is necessary.

- e. The wage rate (including fringe benefits where appropriate) determined (c) or (d) of this section, shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.
- f. 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.
- g. 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.
- h. In the event of Contractor's failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the Owner shall withhold or cause to be withheld from the 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. DEQ or EPA may, after written notice to the Contractor and 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.
- i. If a mathematical error, misclassifications, or other error that results in the underpayment of wage or fringe benefits occurs, the Contractor or subcontractor must make wage restitution and submit a corrected certified payroll and a copy of the check showing the underpayment made to the worker, to the Owner.
- j. Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv)

that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractor employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- i. The Contractor shall submit weekly, for each week in which any Contract work is performed, a copy of all payrolls to the Owner. Such documentation shall be available on request of the DEQ or EPA. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The Contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractor and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the Owner for transmission to DEQ or EPA if requested the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a Contractor to require a subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the Owner.
- ii. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:
  1. That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
  2. That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.
- iii. 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 this section.
- iv. 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.
- v. The Contractor or subcontractor shall make the records of this section available for inspection, copying, or transcription by authorized representatives of the DEQ, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or DEQ may, after written notice to the Contractor and Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.
- k. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or sub contractor'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 DOL Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- l. Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- m. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10), and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

- n. 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.
- o. 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 Owner, DEQ, EPA, the U.S. Department of Labor, or the employees or their representatives.
- p. Certification of eligibility.
  - i. By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - ii. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
  - iii. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- q. Contract Work Hours and Safety Standards Act: For Contract in excess of \$100,000.00, the Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall not 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.
  - i. In the event of any violation set forth in this section the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States 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 this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
  - ii. The Owner shall withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under the 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 Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (i) of this section.
- iii. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.
  - iv. If the Contract is subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the Contract for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Records to be maintained under this paragraph shall be made available by the Contractor or subcontractor for inspection, copying, or transcription by authorized representatives of DEQ and the Department of Labor, and the Contractor or subcontractor will permit such representatives to interview employees during working hours on the job.
11. BUILD AMERICA, BUY AMERICA: The goods and services under this Contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Contract.
- a. Notwithstanding any other provision of this Contract, any failure to comply with this paragraph by the Contractor shall permit the Owner or DEQ to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or DEQ resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from DEQ or any damages owed to DEQ by the Owner). DEQ is a third-party beneficiary and neither this paragraph (nor any other provision of this Contract necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of DEQ.
  - b. The Contractor shall secure a manufacturer's certification of compliance statement with Build America, Buy America Requirements for all iron and steel, manufactured products, and construction materials delivered to the project site. The certification of compliance statement shall include, at a minimum 1) Project name and location 2) Product delivered to the project site 3) Documentation includes statement attesting that the products supplied to the Owner are compliant with Build America, Buy America Requirements (reference the Infrastructure Investment and Jobs Act ("IIJA") or the Bipartisan Infrastructure Law (BIL) are also acceptable. References to the American Iron and Steel (AIS) requirements are also acceptable and reciprocal with for such items. 4) Documentation that manufacturing

occurred in the United States, which may include, the location(s) of manufacturing for each manufacturing step that is being certified. It is acceptable for manufactured products to note a single point of manufacturing, documenting that the final point of manufacturing is in the United States. 5) Signature of company representative on company letterhead. The signatory of the certifying statement shall affirm their knowledge of the manufacturing processes for the referenced product(s) and attests that the product meets the Build America, Buy America Requirements.

- c. The Contractor shall develop and maintain an on-site product compliance log containing current records of all iron and steel, manufactured products, and construction materials arriving on the construction site. The compliance log shall include the manufacture's certification of compliance statement, type of product (e.g. iron and steel, manufactured products, or construction materials), purchase order number and sufficient product information to enable tracking of the products, such as product description, serial and lot numbers (if available), manufacturer's name, and origin of shipment including city and state. In addition, a separate log shall be maintained to track information related to de minimis materials such as purchase order number, product description, current value of de minimis materials, and the running percentage of de minimis product value received to the total cost of the project. The on-site materials compliance log and de minimis log shall be made available to the Owner and DEQ upon request.
  - d. Contractor shall submit an executed Bidder's Certification of Compliance, (Form BABA-1, see Section L – Submissions), covering all proposed steel and iron products, manufactured products, and construction materials shall be furnished by bidders as part of the sealed bid; this Certification is required in order to constitute a valid bid.
12. REQUIRED NONDISCRIMINATION CONTRACT REQUIREMENT: The Contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 40 CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the Contractor to carry out these requirements is a material breach of this Contract which may result in the termination of this Contract or other legally available remedies.
13. REQUIRED CERTIFICATIONS:

Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

Ownership or Operation by China. Pursuant to Idaho Code section 67-2359, Contractor certifies that it is not currently owned or operated by the government of China and will not for the duration of the Contract be owned or operated by the government of China. The terms in this section defined in Idaho Code section 67-2359 shall have the meaning defined therein.



- H. SUSPENDED AND DEBARRED:** The Contractor shall comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532 (Suspension and Debarment). The Contractor or subcontractor shall not knowingly enter into covered transactions (any contract awarded to a subcontractor, supplier, or consultant where the expected amount of the contract is \$25,000 or greater) with excluded persons.
1. **General: Prohibition on Equipment Purchase from Excluded Contractors:** In addition, Owner and Contractors shall check that certain prohibited equipment, systems, or services, including equipment, systems, or services are not produced or provided by entities identified and recorded in the System for Award Management Items included in the prohibition are not eligible SRF costs, and the SRF programs cannot reimburse Owner or Contractors for these costs.
  2. **Telecommunications and Surveillance Equipment:** Owner and Contractors are prohibited from obligating or expending loan funds to procure equipment, services, or systems that use telecommunications equipment or services produced by Huawei Technologies Company or ZTE Corporation. Owner and Contractors also may not use SRF funds to purchase: video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company. Owner and Contractors shall be mindful of automatic meter reading (AMR) technology and advanced metering infrastructure (AMI), instrumentation control systems (e.g. process control systems, distributed control systems and programmable logic controls), and security cameras and other electronic security measures to ensure that those items are procured from a non-excluded entity.
  3. **Condition For all Lower Tier Transactions:** The Contractor or subcontractor shall insert this condition into all lower tier covered transactions and ensure any subsequent lower tier covered transactions include this condition. Excluded parties may be verified at [www.sam.gov](http://www.sam.gov).
- I. BIDDER'S LIST OF SUBCONTRACTORS:** The Contractor shall submit Form 1. Bidder's List of Subcontractors (see Section L - Submissions) to the Owner who shall provide a copy to DEQ. The list shall provide specific contact information on the Contractor and all subcontractors including business name, contact, address, phone, email, date bid submitted; and shall outline the items of work for which they will be retained; and shall indicate if they are a Disadvantaged Business Enterprise (DBE). The completed form must be submitted prior to DEQ issuance of the Authorization to Award.
- J. EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION (EEO/AA):** The EEO/AA requirements only apply to Contractor who has (1) 50 or more employees and (2) signs a contract, subcontract, or purchase order amounting to \$50,000 or more.
1. **Online Standard Form 100 (EEO-1):** The Contractor shall complete and submit the online form 100 to the Joint Reporting Committee within 30 days after the award of such a contract or purchase order, unless such person has submitted such a report within 12 months preceding the date of award. Subsequent reports shall be submitted annually on or before the 30th day of September. Failure to file timely, complete, and accurate reports as required constitutes non-compliance with Contractors' or subcontractors' obligations under Executive Order

11246, as amended, and is grounds for the imposition of sanctions authorized by Executive Order 11246 and other rules and regulations issued pursuant thereto. Further information is available at: <https://egov.eeoc.gov/eeo1/>.

2. The EEO Poster (EEOC-P/E-1): The Contractor must post the EEO poster on project site; the EEO poster may be ordered through the Equal Employment Opportunity Commission (EEOC) Website at: <http://www1.eeoc.gov/employers/poster.cfm>.
3. Contact the EEOC: The Contractor shall contact the EEOC within 30 days of Contract award. EEO Contact Information: EEO-1 Joint Reporting Committee P.O. Box 19100, Wash. D.C. 20036-9100; phone (866) 286-6440; Email: [e1.techassistance@eeoc.gov](mailto:e1.techassistance@eeoc.gov).

**K. DISADVANTAGED BUSINESS ENTERPRISE UTILIZATION:** Consistent with the President's Policy Statement on Disadvantage Business Enterprises (DBEs) dated December 17, 1983, Executive Order 12432 and the Environmental Protection Agency's Procurement Under Assistance Agreements Regulation (40 CFR 33) dated May 28, 2008, all bidders shall be required to comply fully with these specifications toward the goal of equitable utilization of DBEs. DBEs consist of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBEs). Such utilization may be through prime contracting, subcontracting, joint-venture, procurement of supplies, material or equipment, or other business participation utilized in performing this project. In this regard all Contractors shall take all necessary and reasonable steps to ensure DBEs have the maximum opportunity to compete for and/or perform contracts. Contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of EPA assisted projects.

1. Fair Share: Fair Share is a reasonable amount of funds commensurate with total project funding, demographic factors, and the availability of DBE businesses. A fair share does not constitute an absolute goal, but a commitment on the part of the bidder to attempt to use minority and women's businesses by carrying out the five "Good Faith Efforts" described under 40 CFR 33 Subpart C.
2. Requirements: Bidders must take the following "Good Faith Efforts" in awarding subcontracts for supplies, construction or services and equipment:
  - a. Make DBEs aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities.
  - b. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
  - c. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs.
  - d. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.

- e. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, the Small Business Administration, and the Office of Minority Business Enterprise of the U.S. Department of Commerce, as appropriate.
  - f. The successful bidder shall complete and submit a Sworn Statement of Compliance (Attachment A; see Section L - Submissions). The Owner shall forward a copy to DEQ prior to issuance of the Authorization to Award.
3. Recordkeeping: The Contractor must maintain all records documenting its compliance with the DBE requirements of 40 CFR Part 33 (Subpart E: Recordkeeping and Reporting), including documentation of good faith efforts (Subpart C) and data relied upon in formulating its fair share objectives (Subpart D). Such records must be retained in accordance with applicable record retention requirements of this specification.

**L. SUBMISSIONS (Copies of Required Forms Follow this Section)**

- 1. Form to be submitted by all bidders as part of the sealed bid:
  - a. FORM BABA-1: Bidder's Certification of Compliance With Build America, Buy America (BABA) Provisions
- 2. Forms to be submitted by the Successful Bidder prior to issuance of the authorization to award:
  - a. Form 1: Bidder's List of Subcontractors
  - b. ATTACHMENT A: Sworn Statement of Compliance with Disadvantaged Business Enterprise Utilization Requirements
- 3. Forms to be submitted by the Owner to DEQ with requisitions for reimbursement:
- 4. Forms to be submitted by the Successful Bidder to the Owner prior to issuance of the notice to proceed:
  - a. ATTACHMENT B Certification of Compliance with Anti-Lobbying Act (Anti- Lobbying Certification)
  - b. ATTACHMENT C Disadvantaged Business Enterprises to be Utilized
  - c. ATTACHMENT D Disadvantaged Business Enterprises Contacted
  - d. ATTACHMENT E Contractor's Compliance Statement (Executive Order #11246)
  - e. ATTACHMENT F Certification of Non-Segregated Facilities

To be submitted as part of the sealed bid; Owner forwards a copy to DEQ

**FORM BABA-1**  
**BIDDER'S CERTIFICATION OF COMPLIANCE**  
**WITH THE CURRENT SRF ASSISTANCE BUILD AMERICA, BUY AMERICA (BABA)**  
**PROVISIONS**

(To be submitted as part of the sealed bid)

**Bidder's Statement of Certification**

The Bidder acknowledges to and for the benefit of the ("Owner") for the ("Project") that the Bidder understands the project is being funded in part with SRF Assistance. Build America, Buy America ("BABA") requirements specify that all iron and steel, manufactured products, and construction materials used in the project shall be produced in the United States. Consistent with the terms of the Owner's bid solicitation and the provisions of SRF Assistance, the Bidder hereby represents and warrants to and for the benefit of the Owner and DEQ that:

1. The Bidder has reviewed and understands the BABA requirements,
2. The Bidder certifies all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the BABA requirements, unless a waiver of the requirements is approved by Owner and DEQ.
3. The Bidder agrees to provide any further verified information, certification or assurance of compliance with BABA requirements, or information necessary to support a waiver of the BABA, as may be requested by the Owner or DEQ.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

To be Submitted Prior to authorization to Award; Owner forwards a copy to DEQ

FORM 1. BIDDER'S LIST		Items of Work Bid On	Date Bid Submitted	MBE/WBE Contractor
<b>Prime Contractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				
<b>Subcontractor Information</b>				
Business Name:				
Contact Name:				
Mailing Address:				
Phone:				
Email:				

COPY THIS PAGE IF ADDITIONAL SUBCONTRACTORS ARE NEEDED

To be submitted prior to authorization to award; Owner forwards a copy to DEQ

**ATTACHMENT A**  
**SWORN STATEMENT OF COMPLIANCE WITH DISADVANTAGED**  
**BUSINESS ENTERPRISE (DBE) UTILIZATION REQUIREMENTS**

To be eligible for award of this Contract, each successful bidder must execute, and submit, as part of their proposal, and together with their bid, the following certification relating to DBE participation. The certification below shall be deemed a part of the resulting contract.

The bidder has taken the following "Good Faith Efforts" in awarding subcontracts:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Idaho Transportation Department, Idaho Department of Environmental Quality's Fiscal Office, SBA and the Minority Business Development Agency of the Department of Commerce, as appropriate.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and title of signer: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT B**  
**CERTIFICATION OF COMPLIANCE WITH ANTI-LOBBYING ACT**

The undersigned certifies, to the best of his/her knowledge and belief that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federally funded grant, the making of any federally funded loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federally funded contract, grant, loan or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT C**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE UTILIZED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

☐ MBE



Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted:

☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ Subcontractor☐ Supplier☐ Manufacturer

Use additional pages if necessary

Owner receives from the Successful Bidder prior to issuing Notice to Proceed

**ATTACHMENT D**  
**DISADVANTAGED BUSINESS ENTERPRISES TO BE CONTACTED**

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

Name of Bidder: \_\_\_\_\_

MBE = minority business enterprise

WBE = women's business enterprise

SBE = small business enterprise

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE

☐ WBE

☐ SBE

☐ Joint Venture

☐ Other

Percent

☐ Subcontractor

☐ Supplier

☐ Manufacturer

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Description of work elements or supplies:

Amount to be contracted, if utilized:

☐ MBE☐ WBE☐ SBE☐ Joint Venture☐ Other

Percent

☐ SubContractor☐ Supplier☐ Manufacturer

Use additional pages if necessary

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT E**  
**CONTRACTORS COMPLIANCE STATEMENT**  
**(EXECUTIVE ORDER #11246)**

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

This statement relates to a proposed contract with (name of grantee):

who expects to finance the contract with assistance from the Environmental Protection Agency. I am the undersigned bidder or prospective Contractor. I represent that:

I have ☐ I have not ☐ participated in a previous contract or subcontract subject to Executive Order 11246 of September 24, 1965 (regarding equal employment opportunity) or a preceding similar Executive Order. I agree to comply with all the provisions of this Executive Order and the rules, regulations and relevant orders of the Secretary of Labor. (60-1.4(b)(4)).

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

Owner Receives from the Successful Bidder Prior to issuing Notice to Proceed

**ATTACHMENT F**  
**CERTIFICATION OF NONSEGREGATED FACILITIES**

(Applicable to federally assisted construction contracts and related subcontracts exceeding \$10,000 which are not exempt from the Equal Opportunity clause.)

The federally assisted construction contractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor certified, further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The federally assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or area, in fact, segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed contractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such, certification in this file.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title of Signer: \_\_\_\_\_

**EXHIBIT D**  
**SUBSTANTIAL FORM OF BOND/LEAD LINE BOND**

**EXHIBIT D**

**UNITED STATES OF AMERICA**

**No. R-1**

**Up to \$ \_\_\_\_\_**

**STATE OF IDAHO  
CITY OF BELLEVUE, BLAINE COUNTY**

**WATER REVENUE BOND, SERIES \_\_\_\_\_**

<u>INTEREST RATE:</u>	<u>MATURITY DATE:</u>	<u>DATED DATE:</u>	<u>CUSIP</u>
_____%	___/___/20__	___/___/20__	<u>NO:</u>
			N/A

**REGISTERED OWNER: STATE OF IDAHO DEPARTMENT OF ENVIRONMENTAL  
QUALITY, BOISE, IDAHO**

**PRINCIPAL AMOUNT: UP TO \_\_\_\_\_ AND \_\_\_/100 DOLLARS**

The City of Bellevue, Blaine County, Idaho, a body politic and corporate organized and existing under and by virtue of the laws of the State of Idaho (herein called the "City") hereby acknowledges itself to owe and for value received promises to pay, but only from the sources and as hereinafter provided, to the Registered Owner identified above, or registered assigns, the principal sum of up to \_\_\_\_\_ and \_\_\_/100 Dollars (\$\_\_\_\_\_) pursuant to the State of Idaho Department of Environmental Quality Loan Offer, Acceptance and Agreement for [Drinking Water Treatment Design and Construction] dated June 10, 2024 (the "Loan Agreement") between the City and the State of Idaho Department of Environmental Quality (the "Lender"), plus interest accruing on the outstanding principal at the rate of \_\_\_\_\_ percent (\_\_\_\_%) per annum on the basis of a 360-day year and twelve 30-day months. Payments of principal and accrued interest hereon are payable pursuant to Schedule 1 attached hereto, payable semiannually on \_\_\_\_\_ and \_\_\_\_\_ of each year, commencing \_\_\_\_\_, 20\_\_\_\_, based on the outstanding principal under this Water Revenue Bond, Series 20\_\_\_\_ (this "Bond"), amortized over twenty (20) years, with the final payment of the outstanding principal and accrued interest thereon due and payable on the Maturity Date above.

The principal and interest payments on this Bond shall be payable in lawful money of the United States of America, to the Registered Owner hereof, at the address of such Registered Owner shown on the registration books of the City. Any Registered Owner of this Bond subsequent to its original Registered Owner is hereby placed on notice of all payments of principal and interest on this Bond prior to its transfer and all subsequent Registered Owners hereof hereby acknowledge that they have ascertained the actual unpaid amount of this Bond as of the date of transfer to them and hereby release the City from all obligations as to all principal and interest paid by the City prior to such date.

The Bond is subject to redemption at par, in whole or in part, on any date prior to the stated Maturity Date.

This Bond is issued for the purpose of financing the cost of certain improvements (the "Project") to the City's domestic water system (the "System"), pursuant to the Revenue Bond Act of the State of Idaho, being Sections 50-1027 to 50-1042, inclusive, Idaho Code, and the Municipal Bond Law of the State of Idaho, being Idaho Code, Title 57, Chapter 2, and pursuant to the City's Ordinance No. \_\_\_\_\_ adopted \_\_\_\_\_, 20\_\_, [as previously supplemented and as further supplemented by Supplemental Ordinance No. \_\_\_\_\_ dated \_\_\_\_\_]([collectively,] the "Bond Ordinance"). *Capitalized terms used but not otherwise defined herein shall have the meanings as set forth in the Bond Ordinance.*

The Treasurer of the City is acting as the Bond Registrar, authenticating agent and paying agent for this Bond (the "Bond Registrar").

This Bond is payable solely from the special fund of the City defined as the "Bond Fund" under the Bond Ordinance, and the Debt Service Account created thereunder. The City has irrevocably obligated and bound itself to pay into the Bond Fund out of the Revenue of the System or from such other moneys as may be provided therefor certain amounts necessary to pay and secure the payment of the principal and interest on this Bond on parity with all outstanding bonds of the City payable from the Revenue of the System (the "Parity Bonds"). This Bond is not a general obligation of the City. The City hereby covenants and agrees with the owner of this Bond that it will keep and perform all the covenants of this Bond and of the Bond Ordinance to be by it kept and performed, and reference is hereby made to the Bond Ordinance for a complete statement of such covenants.

The City does hereby pledge and bind itself to set aside from the Revenue Fund out of the Revenue of the System and to pay into the Bond Fund and the Debt Service Reserve Account thereunder the various amounts required by the Bond Ordinance and the Loan Agreement to be paid into and maintained in such fund and account, all within the times provided by the Bond Ordinance and Loan Agreement. To the extent more particularly provided by the Bond Ordinance, the amounts so pledged to be paid from the Revenue Fund out of the Revenue of the System into the Bond Fund shall be a lien and prior first charge thereon, equal in rank to the lien and charge of the Parity Bonds, and the amounts required to pay and secure the payment of Additional Bonds (as defined in the Bond Ordinance) of the City hereafter issued on a parity of lien with the Parity Bonds, including this Bond, and superior to all other liens and charges of any kind or nature, except the Operation and Maintenance Expenses of the System.

The pledge of Revenue of the System and other obligations of the City under the Bond Ordinance may be discharged at or prior to the maturity or redemption of this Bond upon the making of provision for the payment thereof on the terms and conditions set forth in the Bond Ordinance.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.



It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Idaho to exist, to have happened, been done, and performed precedent to and in the issuance of this Bond have happened, been done, and performed.

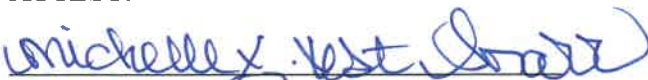
IN WITNESS WHEREOF, the City of Bellevue, Blaine County, Idaho, has caused this Bond to be signed with the manual signatures of the Mayor and the City Treasurer, and to be attested by the manual signature of the City Clerk, all as of this 10 day of June, 2024.

CITY OF BELLEVUE, BLAINE COUNTY,  
IDAHO

By:   
Chris Johnson, Mayor

By: \_\_\_\_\_  
Shelly Shoemaker, City Treasurer

ATTEST:

  
Michelle K. Vest Snarr, Clerk



CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_

This Bond is the Water Revenue Bond, Series 20\_\_, of the City of Bellevue, Blaine County, Idaho, in the principal amount of up to \$\_\_\_\_\_, dated \_\_\_\_\_, 20\_\_, as described in the within-mentioned Bond Ordinance.

\_\_\_\_\_,  
Registrar

## ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Name of Transferee: \_\_\_\_\_

Address: \_\_\_\_\_

Tax Identification No.: \_\_\_\_\_

the within Bond and hereby irrevocably constitutes and appoints \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_

to transfer said bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Registered Owner

NOTE: The signature on this Assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

SIGNATURE GUARANTEED:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by an "eligible guarantor institution" that is a member of or a participant in a "signature guarantee program" (e.g., the Securities Transfer Agents Medallion Program, the Stock Exchange Medallion Program or the New York Stock Exchange, Inc. Medallion Signature Program).

\*\*\*\*\*

CERTIFICATE OF THE TREASURER OF THE  
CITY OF BELLEVUE, BLAINE COUNTY, IDAHO

STATE OF IDAHO    )  
                              ) ss.  
County of Blaine    )

I, the undersigned, the duly constituted, legally qualified and acting Treasurer of the City of Bellevue, Blaine County, Idaho, hereby certify that the within Bond has been registered and recorded in my office pursuant to the provisions of chapter 9, Title 57, Idaho Code, and all acts amendatory thereof and supplementary thereto.

WITNESS my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Shelly Shoemaker, Treasurer

**Schedule 1**

**City of Bellevue, Blaine County, Idaho  
Water Revenue Bond, Series 20\_\_\_\_**

**Payment Schedule**

A motion to adopt the foregoing Resolution was then duly made by Council Member Giordani and duly seconded by Council Member Carreiro, and was put to a vote, the vote being as follows:

Those Voting Yes: President Giordani, Member Carreiro, Member Leahy, Member Mahoney, Member Shay

Those Voting No: None

Those Absent: Jessica Obenauf

Thereupon, the Mayor declared said motion carried and the Resolution duly passed and adopted.

On motion duly made, seconded and adopted, the meeting thereupon adjourned.

**CITY OF BELLEVUE,  
BLAINE COUNTY, IDAHO**

By   
Chris Johnson, Mayor

ATTEST:

By   
Michelle K. Vest Snarr, City Clerk

