

**Request for Qualifications
Construction Manager at Risk Services**

Owner: City of Tama
Project: Tama Water Treatment Plant Improvements: PFAs Removal
DNR Project No: W2020-0626
CWSRF No: FS-86-24-DWSRF-014
Project Location: 117 Siegel St, Tama, IA 52239
Owner's Advisor: Snyder & Associates, Inc.
RFQ Issuance: February 4, 2026

Statement of Intent

The City of Tama ("the Owner") is soliciting statements of qualifications ("SOQs") for Construction Manager at Risk (CMaR) services to provide construction services for its project(s) described in this Request for Qualifications (RFQ) (the "Project" or "Projects"). This request invites qualified firms to submit SOQ for the accomplishment of the items of work described below under the Project Description and Scope of Work. SOQs shall be prepared and submitted in accordance with the requirements described in this RFQ.

After evaluation and scoring of the SOQs, the Owner will release a Request for Proposals (RFP) to the top three scoring qualified firms. The RFP will be only for support to design activities. After the Owner selects the successful proposer and design is complete, the Owner will negotiate a Guaranteed Maximum price (GMP) contract with the successful proposer.

Submittal: Submit an electronic PDF copy on a flash drive or by email. (Hard copies not required, but are acceptable as a supplement to electronic submittal).

Qualifications Deadline: Before 2:00 PM (local time) on February 25, 2026

Deliver to: Jill Apfel, City Clerk
City of Tama
305 Siegel St
Tama, IA 52339
tamacityclerk@tamacityia.gov

RFQ responses that are incomplete or are received after the qualifications deadline will not be considered. Sealed envelope, email subject, or electronic file shall be clearly marked "**CMAR SOQ for Water Treatment Plant Improvements PFAs Removal [Company Name].**"

An Owner representative will publicly open and read aloud the names of the firms that submit Statements of Qualification.

The Owner reserves the right to waive any deficiencies or irregularities in any RFQ responses and to decide which three top-scoring qualified firms should be asked to submit a proposal in the best interest and value of the Owner.

Please direct all project-specific questions to the Owner's Advisor:

Snyder & Associates, Inc.
Attn: Nick Eisenbacher
900 Bell Dr SW
Cedar Rapids, IA 52404
Office: (319) 362-9394
Email: neisenbacher@snyder-associates.com

Description of Project

The Tama Water Treatment Plant Improvements: PFAs Removal project generally includes the rehabilitation of two existing wells to bring them up to public drinking water standards, new well houses for each well, the construction of a water treatment plant building, installation of water treatment plant equipment including but not limited to aeration, pressure filters, reverse osmosis, chemical supply, and in-plant piping. Further items include site piping from wells to plant and plant to distribution system, construction of an above ground steel clear well, site work, electrical, mechanical, controls system, existing well decommissioning, building demolition work, and demolition of an existing water tower. The preliminary total construction cost estimate is \$12M.

Expected Construction Schedule is as follows:

1. 60% plans by June 2026.
2. 90% plans by Fall 2026.
3. Construction to start Spring 2027.
4. Substantial completion 2028.

Please note, this schedule may be revised as needed. There is no compliance schedule associated with the project.

The Owner invites you to submit your firm's qualification for providing Construction Management at Risk (CMaR) services to support the following areas on the above-described project(s):

1. Pricing, phasing, and constructability reviews for construction.
2. Pre-construction services, including cost estimating and bidding services.
3. Construction Manager at Risk of approved scope of work.
4. Solicitation of subcontractors pursuant to Iowa Code 26A.
5. Other pertinent information and required services to complete work.

See Exhibit A for more information on the above listed services.

Background Info

The City of Tama's existing source water wells were found to be contaminated with PFAs. The City purchased the Tama Paperboard property (117 Siegel St, Tama, IA 52239) with two existing Jordan groundwater wells the City intends to utilize to replace their existing source water for public drinking water supply. A new treatment plant will be built on site to treat this water. The production mill on the east side of the property and the former wastewater treatment plant on the west side of the property have been demolished. The southernmost portion of the property is a former landfill for industrial waste. No significant items were found during the Iowa DNR Solid Waste Section's inspection of the landfill in 2023.

Objectives and Expectations

The purpose of this request is to obtain statements of qualifications from firms offering construction management services. The CMaR will work directly with the Owner's Advisor to provide input and analysis on total project cost, sequencing, and constructability issues during the planning phase of each project.

For additional description of the anticipated scope of construction management services, see Exhibit A.

The project is anticipated to be financed partially or entirely by the State Revolving Fund (SRF). The selected CMaR must comply with all applicable SRF rules, regulations, and reporting requirements. Failure to adhere to these requirements may result in project ineligibility for funding.

See Exhibit B "SRF Required Front-End Documents" for more information. These documents are a formal part of the RFQ and must be integrated into all subsequent Request for Proposal and public bidding

processes. The CMaR shall ensure that all primary or main sub contractors are notified of, and contractually agree to, all SRF rules and regulations. These SRF front-end documents must be physically included in all sub-solicitations and construction contracts executed by the CMaR.

Anticipated CMaR Selection Schedule

Notice of Intent (NOI) to engage CMaR	January 21, 2026
Issuance of Request for Qualifications (RFQ)	February 4, 2026
Statement of Qualifications (SOQ) Due	February 25, 2026, @ 2:00 PM local time Qualification Statements will be publicly opened, and names of firms will be read aloud shortly after 2:00 PM February 25, 2026
SOQ Evaluation	February 26 – March 11, 2026
Issuance of Request for Proposal (RFP)	March 18, 2026
Proposals Due & Opened	April 1, 2026, 2:00 PM local time Proposals will be publicly opened, and names of firms read aloud shortly after 2:00 PM on April 1, 2026
Interviews (if necessary)	April 6 – April 17, 2026
CMaR Selection & Council Approval/Award	Tentatively April 20, 2026

STATEMENT OF QUALIFICATION REQUIREMENTS

Response Format

- Statements of qualifications shall be provided in a letter size (8 ½" x 11") with sections addressing the specific elements below.
- Limit length of statement of qualifications to 20 single-sided pages, not including covers, cover letter, divider pages, or SRF Required Front-End Documents.

Section 1.0 – Company Description (Maximum of 10 points)

- A. **Firm** – Identify the firm's name and the address of its principal office and any branch offices, and a brief history of the firm. If the firm has more than one office, specify which office will be responsible for the contemplated project (the "Project Office").
- B. **Organization** – Specify the type of organization (partnership, corporation or other) and the year established. State the number of years the firm has been involved in ongoing work similar in size and complexity to the Project.
- C. **Volume** – Provide a statement indicating the annual volume of completed construction in the last five years, and present and projected work. Indicate the specific extent of the Contact Office's involvement (prime contractor, joint venture partner, subcontractor, other).
- D. **Litigation** – Provide a list of any litigation filed by or against the company in the last ten years and state the nature and outcome of the litigation.

Section 2.0 – Proposed Project Team (Maximum of 25 points)

- A. List specific personnel proposed for the project team. Provide a narrative or organizational chart to indicate the project assignment, role, or area of responsibility of each individual.
- B. For each team member, list relevant project experience and qualifications. Also, state the current assignments and commitments for personnel proposed for the Projects.

C. Provide a resume for each proposed key team member, specifically stating the portion of the project they would be working on. Include references for each key team member if possible.

Section 3.0 – Similar Project Experience (Maximum of 40 points)

A. **Specific Project List** – Provide the following information for a minimum of three public-sector or private-sector projects completed by the Contact Office that are similar in size and scope to the proposed Project(s). Please complete the following information for each project separately.

Include the following information to the extent possible:

1. Project name and address.
2. Project Owner and Architect/Engineer, address, contact name and telephone number.
3. Type of project, size of building(s), site, and construction area.
4. Scope of service performed on the project, including any pre-construction services.
5. List final project cost. Describe key cost management challenges and how you dealt with these issues
6. Construction duration and date of completion. Indicate key scheduling challenges and how they were overcome.
7. Indicate the names of your Project Manager and Superintendent on each project.
8. Indicate what percentage of the work was accomplished with your own forces and in what trades. Note that retention of all trades will follow qualification and bidding requirements under Iowa Code Ch. 26A.
9. Provide two (2) references in addition to the project listed above.

B. Evaluation will heavily consider how similar example projects are to the type, size, and construction cost of the Owner's project.

C. Describe your experience and knowledge of Iowa contractors, and the contractor market specific to this project area.

D. Scoring will favor more recent project experience.

Section 4.0 – Proposed Management Process (Maximum of 25 points)

A. Describe how your team will participate in the Preconstruction process and collaborate with the Design Team.

B. Describe your communication plan with the Project Team. How will your communication plan ensure timely responses to issues as they arise during preconstruction as well as during construction?

C. Describe how you will facilitate the general startup process for bringing the new plant online and how you will make connections to the existing distribution system with minimal disruption to service.

D. Indicate how you will assure the Owner that the proposed team members will dedicate the proper amount of time to this project and will not be reassigned to another project.

E. Indicate a response plan and timeline for response in emergency and/or urgent Owner project situations.

F. Describe your Safety Record & Internal Safety Program

EVALUATION CRITERIA

Submissions will be reviewed by the Owner's designated evaluation committee. The evaluation will be completed within 45 days of the date the Owner opens the RFQ responses. Qualification statements will be evaluated based on point values associated with the above sections during the RFQ process. The Owner will look collectively at experience and qualifications which align to the needs of the various projects which shall be included under the final CM Contract. These same scores will be carried forward into the evaluation of subsequent RFP responses.

The maximum score for each section is indicated above. Scores are based on how well the information submitted relates to the various identified Projects, section descriptions, and overall best value for the Owner. A score of 0 in any one section is grounds for disqualification.

Following the evaluation, the Owner will notify all respondents of the results. The top three scores of qualified firms will be asked to submit a response to an RFP for the Project(s), which will include their qualifications as outlined in the SOQs and proposed fees.

OTHER INFORMATION

Responding firms will bear all costs for the preparation & delivery of the response to this RFQ.

The Owner reserves certain rights, including, but not limited to, the following:

1. Cancel the entire RFQ.
2. Reject all proposals.
3. Cancel the entire RFQ process and restart with modified criteria.
4. Remedy technical errors in the RFQ process.
5. Appoint evaluation committees to review qualifications and proposals.
6. Seek the assistance of outside technical experts in evaluation.
7. Issue subsequent requests for proposals.
8. Waive informalities and irregularities in the RFQ or subsequent RFP process.

This SOQ shall not, in any manner, be construed to be an obligation on the Owner to enter a contract or result in any claim for reimbursement of cost for any effort expended in responding to the SOQ or in anticipation of any contract.

IOWA'S OPEN RECORDS ACT

RFQ responses shall remain confidential until after an award determination has been made.

Under Chapter 22 of the Iowa Code, "Examination of Public Records," all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets for a number of exceptions to that general rule, establishing several categories of confidential records." Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information." Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.

- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the Owner, as custodian of the SOQ submitted in response to a RFQ, may, but is not required, to keep portions of such qualifications confidential under exceptions 3 and 6 (notes above). If a responding individual or company determines that a portion or portions of its SOQ constitute a trade secret or should otherwise be kept confidential to avoid giving advantage to competitors, **a confidentiality request may be submitted with the proposal** identifying which portion or portions of the SOQ should be kept confidential and why. The burden will be on each responding individual or company to make such confidentiality requests and to justify application of a confidentiality exception to its SOQ. The Owner will not under any circumstance consider the entire SOQ to be a confidential record.

If a request is thereafter made by a member of the public to examine a SOQ including the portion or portions thereof for which a confidentiality request has been made, the Owner will so notify the responding individual or company and will keep confidential that portion of the SOQ covered by the confidentiality request, pending action by the individual or company requesting confidentiality to defend its request. In that notification, the individual or company requesting confidentiality will not be given more than seven calendar days within which the file suit in Tama County Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its SOQ. Absent such action by an individual or company requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the SOQ confidential, the entire SOQ will be released for public examination.

Exhibit A
Scope of Services
Construction Manager at Risk Services
Request for Qualifications

Owner: City of Tama

Project: Tama Water Treatment Plant Improvements: PFAs Removal

Owner's Advisor: Snyder & Associates, Inc.

The following represents the Scope of Services that the Owner seeks to be performed by CMAR and is subject to change.

Pre-Construction Phase

1. **Strategy**
 - a. The Construction Manager will evaluate various project options and provide cost analyses. The evaluation shall identify advantages and/or disadvantages of the option with regard to cost, schedule, and logistics.
 - b. The Construction Manager, in consultation with the Owner and the Owner's Advisor, will analyze project requirements and develop pre-construction and construction strategies that address requirements for function, cost, quality, time, procurement, and on-site logistics.
 - c. The Construction Manager will review design documents, as they are developed, in order to avoid potential challenges to minimize potential change orders. The Construction Manager will provide recommendations on contract provisions that establish contractor performance requirements to promote quality, cost effectiveness, and schedule compliance.
 - d. Detailed constructability reviews shall be done once the bid documents are 75% complete. A detailed report by sheet number shall be provided for Owner and Owner's Advisor to review.
2. **Budget support**
 - a. The Construction Manager, in consultation with the Owner and the Owner's Advisor, will develop a detailed schematic design budget. The budget shall identify all costs, including construction costs, consulting fees, permit fees, testing and inspection fees, furnishings, equipment, inflation, and contingencies.
 - b. The Construction Manager will perform a minimum of two (2) Cost Control Studies (value engineering); one (1) at schematic design to evaluate systems, and one (1) at the completion of the design phase to evaluate details and finishes. The final selections shall be made in consultation with the Owner and the Owner's Advisor, prior to the preparation of final construction documents.
 - c. The Construction Manager will prepare a minimum of three (3) detailed cost estimates for all building construction and site development work. One (1) estimate will be provided at completion of schematic design, one (1) at the 75% construction document phase, and one (1) at 95% construction documents or as agreed upon with the Owner. The final estimate shall conform to the final bid package configuration.

3. Schedule
 - a. The Construction Manager, in consultation with the Owner and the Owner's Advisor, will develop a "Project Master Schedule" that establishes duration and responsibility for all major activities during all phases of the project.
 - b. The Construction Manager will monitor and report on progress during the pre-construction phase. The Construction Manager will update the "Project Master Schedule" monthly, will notify the Owner and Owner's Advisor of any delays or problems, and will recommend any corrective action necessary to meet the schedule.
 - c. Schedules shall consider labor and material availability.
4. Meetings & communication
 - a. The Construction Manager will prepare and distribute monthly reports to the Owner and Owner's Advisor on the project budget, the status of the project schedule, and general project information.
 - b. The Construction Manager will participate in design coordination meetings on a regular basis with the Owner, the Owner's Advisor, and other consultants to discuss and review all items pertinent to the design phase.

Bidding Phase

1. Bidding Information
 - a. The Construction Manager will establish and implement procedures for the bidding process, including the distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, the receipt of bids, and the bidding schedule.
 - b. The Construction Manager shall adhere to Iowa statutes regarding qualification, selection, and award of contract for public work. Reference Iowa Senate File 183 directly in addition to other public bidding laws.
 - c. The Construction Manager will distribute all bid documents to plan rooms and contractors (if needed), then maintain accurate records of distribution activities.
 - d. The Construction Manager, in consultation with the Owner and Owner's Advisor, will receive and evaluate the bids and recommend the award of contracts.
 - e. The Construction Manager, in consultation with the Owner and Owner's Advisor, will prepare and coordinate the processing of all construction documents.
 - f. The Construction Manager will field all contractor questions and provide to the Owner's Advisor for response via addenda to all plan holders.
2. Contractor Engagement
 - a. The Construction Manager will develop contract packages to establish the categories of work into separate contracts that promote competition and provide well-defined and manageable divisions of work.
 - b. The Construction Manager will identify potential contractors and suppliers and develop their interest in bidding on the project to ensure a competitive bidding environment. The Construction Manager will investigate potential bidders and suppliers to determine their ability to meet project requirements.
3. Schedule
 - a. The Construction Manager will develop a construction schedule that meets the needs of the Owner for inclusion in the contract documents.
 - b. The Construction Manager, in consultation with the Owner and Owner's Advisor, will schedule, organize, and conduct pre-bid conferences in a manner consistent with the bid schedule.

Construction Phase

1. Communication / Conference / Meetings
 - a. The Construction Manager, in consultation with the Owner's Advisor, will organize and conduct pre-construction meetings with contractors, consultants, and the Owner. The meetings shall include a review of project management, project schedule, and project procedures.
 - b. The Construction Manager will develop and maintain a detailed construction schedule based upon the construction schedule in the contract documents. The schedule will include start and finish dates for procurement and construction activities and major milestones for each segment of the work. The master schedule will be updated monthly. Weekly planning schedules that identify constraints and critical path items shall be updated during weekly job meetings.
 - c. The Construction Manager, in consultation with the Owner and Owner's Advisor, will conduct regular meetings at the job site to discuss job progress, resolve problems, and make decisions. The Construction Manager will prepare and distribute accurate meeting minutes in a timely manner.
 - d. The Construction Manager will conduct weekly meetings at the job site with the construction superintendents to coordinate construction activities and discuss project progress. The Construction Manager will prepare and distribute accurate meeting minutes in a timely manner.
 - e. The Construction Manager will communicate with the Owner's Advisor to solve construction-related conflicts with existing conditions as soon as they are uncovered.
2. Staffing
 - a. The Construction Manager will provide and maintain qualified, on-site field staff sufficient to manage the project, conform to the scope of services, and ensure that the work is performed in compliance with the contract documents.
3. Project Implementation
 - a. The Construction Manager, in consultation with the Owner's Advisor, will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors and will coordinate the processing and approval of all submittals with the Owner's Advisor. The Construction Manager will establish and maintain a submittal log to ensure contractor compliance with the contract documents.
 - b. The Construction Manager will provide administration, management, and related services necessary to coordinate the construction activities of the contractors with each other and with those of the Construction Manager, the Owner's Advisor, and the Owner.
4. Quality Control
 - a. The Construction Manager will review contractor's construction schedules, observe construction progress, and report deviations from the schedule that might delay project completion. The Construction Manager will consult with contractors to develop and implement corrective actions necessary to meet the project schedule.
 - b. The Construction Manager will monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The Construction Manager will document and report all deficiencies and make recommendations for corrective actions.
 - c. The Construction Manager will maintain current and orderly records of all construction documents including contracts, drawings, specifications, submittals, samples, schedules, correspondence, meeting minutes, directives, change orders, etc.

- d. The Construction Manager will prepare and maintain daily job site reports including weather conditions, number of workers, equipment in use, contractor activities, general activities, and special occurrences.
- e. The Construction Manager will determine the requirements and make recommendations for inspections and testing activities.
- f. The Construction Manager will evaluate work in progress and make recommendations for changes in the work on basis of field conditions, improved quality, cost savings, or time savings.
- g. The Construction Manager will coordinate and maintain photographic and/or video records of construction activities and project progress on a regular basis.
- h. The Construction Manager will prepare and distribute a monthly report to the Owner and Owner's Advisor including information on schedule, budget, quality, safety, logistics, and general project information.

5. Safety

- a. The Construction Manager will review and monitor the safety program developed by each contractor, record any safety violations, and make recommendations for improving safety conditions.

6. Accounting

- a. The Construction Manager, in accordance with the Owner, will develop and implement a procedure for the review and processing of contractor payment applications. The Construction Manager will evaluate each subcontractor's schedule of values to ensure accurate and appropriate payments are made to contractors.
- b. The Construction Manager will establish and maintain an accurate and up-to-date construction cost account system.
- c. The Construction Manager, in consultation with the Owner and the Owner's Advisor, will develop and implement a system for review and processing of change orders. The Construction Manager will estimate the cost of all change order, ensure the validity of change orders, and negotiate the cost of change orders with the contracts on behalf of the Owner.

Close-out Phase

1. Construction Close-out
 - a. The Construction Manager, in consultation with the Owner and the Owner's Advisor, will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing, and occupancy
 - b. The Construction Manager will coordinate close-out activities, including the completion of deficiencies, submittal of close-out documents, resolution of change orders, and recommendations for payment of retainage.
 - c. The Construction Manager will coordinate the warranty work by contractors to ensure that their obligations are fulfilled in a timely manner.
2. Inspection/Testing
 - a. The Construction Manager will coordinate, monitor, and document for testing, calibration, and start-up of all equipment and building systems.
 - b. The Construction Manager, in consultation with the Owner's Advisor, will schedule and coordinate substantial completion and final inspections. The Construction Manager will assist the Owner's Advisor in the preparation of the list of deficiencies (punch list) and will coordinate all corrective action by contractors.

3. Training

- a. The Construction Manager, in consultation with the Owner, will coordinate and assist in the training of Owner's personnel on the operation and maintenance of building systems and equipment.

4. Documentation

- a. The Construction Manager will collect and catalog all operating and instruction manuals for equipment and building systems. The Construction Manager will collect, log, review and submit to Owner all warranty documentation.
- b. The Construction Manager will submit all project documentation including files, records, drawings, submittals, samples, and other information to the Owner in an organized and usable form hardcopy format as well as digital copy.

EXHIBIT B

SRF REQUIRED FRONT END SPECIFICATIONS

SRF Required Front-End Specifications

Attachment 1: -RESERVED-

Attachment 2: Statement in Advertisement for Bids on Debarment and Suspension/Certification Regarding Debarment and Suspension Form (*to be completed and signed by Prime Contractor and submitted with the bid*)

Attachment 3: Disadvantaged Business Enterprise Certification Form (to be completed and signed by Prime Contractor and submitted with the bid)

Attachment 4: DBE Program Subcontractor Performance Form (to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid)

***If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 5: DBE Program Subcontractor Utilization Form (*to be completed and signed by Prime and DBE Subcontractor for each subcontract and submitted with the bid*)

***If no DBE was chosen by the Prime Contractor to be utilized for this project, then this form is not required to be submitted.**

Attachment 6: -RESERVED-

Attachment 7: Other Federal Requirements Language

- A. -RESERVED-
- B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates**)
- C. -RESERVED
- D. Historical and Archeological Finds
- E. Prohibitions on Procurement from Violating Facilities

Attachment 8: Right of Entry and Records Retention

Attachment 9: American Iron & Steel Requirement

Attachment 10: Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment (*to be completed and signed by Prime Contractor and submitted with the bid*)

-Attachment 1: RESERVED-

Attachment 2: SRF Required Front-End Specifications

Debarments and Suspensions

*This form to be completed by the Prime Contractor and submitted with the bid.

Any bidder or equipment supplier whose firm or affiliate is listed in on the U.S. General Services Administration Excluded Parties List will be prohibited from the bidding process. The excluded parties records search engine is located at the System for Award Management (SAM) website: <https://sam.gov>. Pursuant to 2 CFR Part 180, as supplemented by 2 CFR 1532, any entity submitting a bid while the SAM website lists that entity as having an active exclusion will be determined by the DNR to be a non-responsive bidder and will not be able to receive SRF funding.

United States Environmental Protection Agency Washington, DC 20460

Certification Regarding Debarment, Suspension, and Other Responsibility Matters

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

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction: violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 U SC Sec. 10 01, a false statement may result in a fine or imprisonment, or both.

Signature of Authorized Representative

Date

Printed Name

Title

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

Attachment 3: SRF Required Front-End Specifications

Disadvantaged Business Enterprise (DBE) Solicitation

*This form to be completed by Prime Contractor and submitted with the bid.

In Iowa, DBEs must be certified through the Iowa Department of Transportation (IDOT). Information on certification requirements and a list of certified DBEs is on the IDOT website at <https://secure.iowadot.gov/DBE/Home/Index/>.

Prime contractors' DBE requirements for SRF projects include:

- Taking affirmative steps for DBE participation
- Documenting the efforts and the proposed utilization of certified DBEs

PROJECT INFORMATION

SRF Applicant: _____ Bidder: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone Number: _____ Email: _____

1. At this point in time, has the prime contractor begun to solicit work opportunities to subcontractors for this project?

Yes No N/A

2. Do you agree to use the good faith efforts checklist to ensure the DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds?

Yes No

3. If yes, was a DBE chosen by the prime contractor to be utilized for this project?

Yes No

Signature: _____

GOOD FAITH EFFORTS CHECKLIST

Please complete the checklist to determine if you have complied with the requirement to make good faith efforts to ensure that certified DBEs have the opportunity to compete for procurements funded by EPA financial assistance funds. Bidders/offerers must make good faith efforts prior to submission of bids/proposals.

1. Did you ensure that DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities?
 Yes No
2. Did you 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 solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
 Yes No
3. Did you consider in the contracting process whether firms competing for large contracts could subcontract with DBEs? This will include dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
 Yes No
4. Did you encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually?
 Yes No
5. Did you use the services of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce to identify potential subcontractors?
 Yes No
6. List the potential DBE subcontractors that were contacted. Only list those that are certified through the Iowa Department of Transportation.

Name	How Contacted (e.g. letter, phone call, fax, e-mail)	Response (e.g. did not respond, not interested, not competitive)

CONTRACT ADMINISTRATION PROVISIONS

Several contract provisions are required to prevent unfair practices that adversely affect DBEs. These include:

1. Prime Contractor must pay its Subcontractor for satisfactory performance no more than 30 days from the Prime Contractor's receipt of payment from the SRF loan recipient.
2. Prime Contractor must notify the SRF loan recipient in writing prior to termination of a DBE subcontractor for convenience.
3. Prime Contractor must employ the six Good Faith Efforts to solicit a replacement subcontractor if a DBE subcontractor fails to complete work under a subcontract for any reason.

Attachment 4: SRF Required Front-End Specifications
Disadvantaged Business Enterprise (DBE) Subcontractor Performance Form

*This form to be completed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.

*If a DBE has NOT yet been selected by the Prime Contractor or if no DBEs are needed, then this form is not required to be submitted at this time.

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

Subcontractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Prime Contractor Name: _____

Issuing/Funding Entity: _____

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above.

Prime Contractor Signature

Print Name

Title _____ Date _____

Subcontractor Signature

Print Name

Title

Date

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

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

Attachment 5: SRF Required Front-End Specifications
Disadvantaged Business Enterprise (DBE) Subcontractor Utilization Form

*This form to be completed by Prime and DBE Subcontractor for each subcontract and submitted with the bid.

*If a DBE has NOT yet been selected by the Prime Contractor or if no DBEs are needed, then this form is not required to be submitted at this time.

This form is intended to capture the prime contractor's actual and/or intended use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name: _____

Project Name: _____

Bid/Proposal No.: _____ Assistance Agreement ID No. (if known): _____

Point of Contact: _____

Address: _____

Telephone No.: _____ Email: _____

Issuing/Funding Entity: _____

I have identified potential DBE certified subcontractors Yes No

If yes, complete the table below. If no, explain: _____

Subcontractor Name/ Company Name	Company Address/Phone/Email	Estimated Dollar Amount	Currently DBE Certified?
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No
			<input type="checkbox"/> Yes <input type="checkbox"/> No

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above.

Prime Contractor Signature

Print Name

Title

Date

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

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

-Attachment 6: RESERVED-

Attachment 7: SRF Required Front-End Specifications
Other Federal Requirements Language

A. -RESERVED-

B. Federal Labor Standards Provisions (including Davis-Bacon prevailing wage rates)

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

(1) Minimum wages.

- (i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
 - (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (2) The classification is utilized in the area by the construction industry; and
 - (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
- (C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting

officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) **Withholding.** The EPA shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the EPA may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) **Payrolls and basic records.**

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted 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 weekly transmittals. 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/programs/dbra/forms.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and

subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under Sec. 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the 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 may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate)

specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with, 29 CFR part 30.

- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.
- (6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.
- (8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.
- (9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (and any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.
- (10) Certification of eligibility.
 - (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

- (ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
 - (b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.
 - (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
 - (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
 - (3) Withholding for unpaid wages and liquidated damages. The loan recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
 - (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.
 - (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

C. -RESERVED-

D. Historical and Archeological Finds

Should any cultural, historical, or paleontological resources including but not limited to deposits of charcoal or ash, animal bones, pottery sherds, or stone tools be exposed as part of proposed project activities, the owner shall stop ground-disturbing activities within 100 feet of the discovery and immediately notify the State Revolving Fund Environmental Review Specialist (SRF). No further disturbance of the deposits shall ensue until the SRF determines that the project activities in that area may proceed.

If human remains are accidentally discovered, Iowa burial law [[Iowa Code Sections 263B, 523I.316(6), and 716.5; 685 IAC 11.1] requires that all work in the vicinity of the finding be halted, the remains left in place and protected, local law enforcement officials notified, and the bioarchaeology director at the Office of the State Archaeologist (OSA) contacted immediately (319-384-0740). Photographs are only to be taken at the direction of the bioarchaeology director and must not be shared publicly.

In all cases of inadvertent discovery, the SRF shall determine the applicability of the Protection of Historic Properties regulations of the Advisory Council on Historic Preservation [36 CFR Part 800.13(b)] and, when applicable, shall notify the State Historic Preservation Office (SHPO) and consult with the SHPO, OSA, and other interested parties to determine the proper course of action regarding the discovery.

Compensation to the contractor, if any, for lost time or changes in construction to avoid the find, shall be determined in accordance with changed conditions or change order provisions of the specifications.

E. Prohibitions on Procurement from Violating Facilities (Section 306, Clean Air Act; Section 508, Clean Water Act; Executive Order 11738)

Both the Clean Water Act and the Clean Air Act prohibit federal agencies from extending assistance by way of loans or contracts to persons who have been convicted of violations of either law. Executive Order 11738 was issued to coordinate enforcement by the U.S. Environmental Protection Agency, which shall designate facilities which have given rise to a conviction for an offense under the criminal provisions of the Clean Air Act and the Clean Water Act.

The Executive Order also prohibits agencies from extending assistance to facilities that are not in compliance with either Act.

SRF assistance recipients may not procure goods, services, or materials from suppliers listed by the EPA as violators.

The Excluded Parties Listing search engine is located at the System for Award Management (SAM) website:
<https://sam.gov>.

Attachment 8: SRF Required Front-End Specifications
Right of Entry and Records Retention

The recipient shall provide access at all times for the Department of Natural Resources, the Iowa Finance Authority, the state auditor, and the U.S. EPA Office of the Inspector General to all project records and documents for inspection and audit purposes for a period of three years after the date of last loan payment. The same access to the project site(s) shall be provided for inspection purposes.

567 Iowa Administrative Code paragraph 92.8 (2).e. State inspections. Personnel of the department shall have the right to examine all construction aspects of the project, including materials and equipment delivered and stored on site for use on the project.

Attachment 9: SRF Required Front-End Specifications American Iron and Steel Requirements

H.R. 3547, the “Consolidated Appropriations Act, 2014,” enacted January 17, 2014 by the U.S. Congress, includes “American Iron and Steel” provisions that require Clean Water and Drinking Water State Revolving Fund assistance recipients of these funds to use iron and steel produced in the United States.

H.R. 3547 includes the following language in Division G, Title IV, under the heading, “Use of American Iron and Steel”:

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

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

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

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

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

The final guidance and any published waivers are found at: <https://www.epa.gov/cwsrf/state-revolving-fund-american-iron-and-steel-ais-requirement>. In particular the contractor should pay attention to the guidance for documentation of compliance. There is also a waiver for incidental items; in order to qualify for this waiver the total materials and costs for the project must be tracked and incidental items identified.

Sample “American Iron and Steel” Contract Language

In order to fulfill the requirements, the assistance recipient must in good faith design the project and solicit bids for construction with U.S.-made iron and steel. The following information will be included in any contracts resulting from this request for bids:

The Contractor acknowledges to and for the benefit of the City of _____ (“Purchaser”) and the State of Iowa (the “State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund and such law contains provisions commonly known as “American Iron and Steel;” that requires all of the iron and steel products

used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement.

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

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

Sample Certifications

As indicated in the contract language, it will be the responsibility of the Contractor to obtain certifications that the products and materials used in the project are U.S.-made. EPA recommends the use of a step certification process for documenting compliance with AIS requirements, similar to one used by the Federal Highway Administration. Step certification creates a paper trail which documents the location of the manufacturing process involved with the production of steel and iron materials. Each handler (supplier, fabricator, manufacturer, processor, coater, etc.) of the iron and steel products certifies that their step in the process was domestically performed. Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes occurred in the US and providing detailed information on the steps involved.

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead. In this example, there may be multiple letters from different manufacturers if one manufacturer did not perform all of the steps.

Date	Company Letterhead
Company Name	
Company Address	
City, State Zip	
Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)	
I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.	
Item, Products and/or Materials:	
1. Xxxx	

2. XXXX

3. XXXX

Such process took place at the following location:

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

Signed by company representative

Covered and Non-Covered Items

The EPA issued a waiver for De Minimus incidental components of eligible water and wastewater infrastructure projects. Funds used for such De Minimus incidental components cumulatively may comprise no more than a total of 5% of the total cost of the materials used in and incorporated into a project. The cost of an individual incidental item may not exceed 1% of the total cost of the materials used in and incorporated into a project.

De Minimus incidental items include miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are incorporated into the physical structure of the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not readily or reasonably identifiable prior to procurement in the normal course of business. For others, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental.

Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes, treatment and storage tanks, large structural supports, etc.

In consultation with their contractors, assistance recipients should determine the items to be covered by this waiver, and must retain relevant documentation (i.e. invoices) as to those items. Assistance recipients must summarize in the AIS De minimis Product List the types and/or categories of items to which this waiver is applied, the total cost of incidental components for each type or category, and the calculations by which they determined the total cost of materials used in and incorporated into the project.

The successful bidder will fill out the AIS Procurement List and submit it to the assistance recipient to indicate iron and steel items proposed to be procured for the project.

Assistance recipients will complete the AIS De Minimis Waiver Products List for the entire project to demonstrate compliance with the De Minimis Waiver cost requirements outlined above.

Related forms and resources can be found at <https://opportunityiowa.gov/community/water-quality/srf-resources/documents-and-guides>.

Attachment 10: SRF Required Front-End Specifications

*This form to be completed by Prime Contractor and submitted with the bid.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to:

- (a) Procure or obtain, extend or renew a contract to procure or obtain;
- (b) Enter into a contract (or extend or renew a contract) to procure; or
- (c) Obtain the equipment, services, or systems that use "covered telecommunications equipment or services"

identified in the regulation as a substantial or essential component of any system, or as critical technology as part of any system.

Certain equipment, systems, or services, including equipment, systems, or services produced or provided by entities subject to the prohibition are recorded in the System for Award Management exclusion list, website: <https://sam.gov>.

- (1) As described in Public Law 115-232, section 889, covered telecommunications equipment or services includes:
 - (i) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (ii) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (iii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iv) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (2) Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:
 - (i) Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services to procure (enter into, renew or extend contracts) or obtain the equipment, services, or systems as described in 2 CFR 200.216.

I understand the above prohibitions and certify that the project will be in compliance with all the requirements.

Signature

Date

Printed Name

Title