



**FRONT-END DOCUMENT CERTIFICATION (FEDC)
ATTACHMENTS**

Attachment A: Required Contract Provisions Related to Nondiscrimination and Equal Opportunity Employment

Attachment B: Required Contract Provisions Related to Davis-Bacon Act and Related Acts

Attachment C: Required Contract Provisions Related to Wage-Fringe Benefit Certification

Attachment D: Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts

Attachment E: Required Contract Provisions Related to Suspension and Debarment

Attachment F: Required Bid Instruction Related to GPR Components

Attachment G: GPR Bid Breakdown

Attachment H: GPR Final Summary

Attachment I: Required Contract Provisions Related to American Iron and Steel

Attachment J: Required Certification from Contract Related to American Iron and Steel

Attachment K: Useful Life Certification

If the financing will include direct federal funds from the SRF Loan program, known as **Equivalency**, the following will also be required:

Attachment L: Telecommunications Provisions

Attachment M: BABA Contract Provisions

Attachment N: BABA Certification from Contractor

**Required Contract Provisions Related to Nondiscrimination
and Equal Opportunity Employment**

Below are required contract conditions that apply to all Clean Water and Drinking Water State Revolving Fund projects and contains forms that must be used in the procurement process. This must be physically included in all bidding and contract documents.

This project is being financed in whole or in part by the Indiana State Revolving Fund Loan Programs. The loan recipient is required to comply with the following federal and state laws, rules and regulations and must ensure that their contractor(s) also comply with these regulations, laws and rules.

1. Title VI of the Civil Rights Act of 1964 (P.L 88-352), the Rehabilitation Act of 1973 (P.L. 93-1123, 87 Stat. 355, 29 U.S.C. Sec. 794), the Older Americans Amendments of 1975 (P.L. 94-135 Sec. 303, 89 Stat. 713, 728, 42 U.S.C. Sec. 6102), and subsequent regulations, ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap.
2. Executive Orders 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Prohibits employment discrimination on the basis of race, color, religion, sex or national origin. Inclusion of the seven clauses in Section 202 of E. O. 11246 as amended by E. O. 11375 and 12086 are required in all project related contracts and subcontracts over \$10,000.
3. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements
4. Executive Orders 11625, 12138 and 12432; 40 CFR part 33; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 437d); a 1993 appropriations act (“EPA’s 8% statute”); Public Law 101-549, Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) (“EPA’s 10% statute”). Encourages recipients to award construction, supply and professional service contracts to minority and women’s business enterprises (MBE/WBE) and small businesses and requires recipients to utilize affirmative steps in procurement.
5. Executive Order 12549 and 40 CFR Part 32, Subparts B and C. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended. Borrowers are required to check the status of all contractors (construction and professional services) and must require contractors to check the status of subcontractors for contracts expected to be equal to or over \$25,000 at www.sam.gov
6. Indiana Code 36-1-12-12, Requires the board to withhold final payment to contractor until the contractor has paid the subcontractors, material suppliers, laborers, or those furnishing services
7. Indiana Code 36-1-12-13.1, requires performance and payments bonds equal to 100% of the contract price if the cost of the public work is estimated to be more than \$200,000.

Attachment A

Equal Employment

Inclusion of these seven clauses is required in all contracts and subcontracts over \$10,000 (excerpt from Executive Order No. 11246, Section 202 as amended by Executive Order 11375 and 12086):

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and all of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The contractor will furnish all information and reports required by Executive Order No. 11246 of Sept. 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of Sept. 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

Attachment A

7. The contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of Sept. 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

U.S. ENVIRONMENTAL PROTECTION AGENCY

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 areas, rest 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 are in fact segregated on the basis of race, creed, color, or nation origin, because of habit, local custom, or otherwise. The federally assisted construction contractor agrees that (except where he has obtained identical certifications from proposed subcontractors 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 his files.

Signature

Date

Name and Title of Signer (Please type)

Firm Name

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

OEE-1 (11/79)

NOTICE TO LABOR UNIONS OR OTHER ORGANIZATIONS OF WORKERS

NONDISCRIMINATION IN EMPLOYMENT

TO: _____
(Name of union or organization of workers)

The undersigned currently holds contract(s) with _____
(Name of Applicant)

involving funds or credit of the U.S. Government or (a) subcontract(s) with a prime contractor holding such contract(s).

You are advised that under the provisions of the above contract(s) or subcontract(s) and in accordance with Executive Order 11246, as amended, dated September 24, 1965, as amended, the undersigned is obliged not to discriminate against any employee or applicant for employment because of race, color, creed, or national origin. This obligation not to discriminate in employment includes, but is not limited to, the following:

HIRING, PLACEMENT, UPGRADING, TRANSFER, OR DEMOTION,
RECRUITMENT, ADVERTISING, OR SOLICITATION FOR
EMPLOYMENT, TRAINING DURING EMPLOYMENT, RATES OF PAY OR
OTHER FORMS OF COMPENSATION, SELECTION FOR TRAINING
INCLUDING APPRENTICESHIP, LAYOFF OR TERMINATION.

This notice is furnished you pursuant to the provisions of the above contract(s) or subcontract(s) and Executive Order 11246, as amended.

Copies of this notice will be posed by the undersigned in conspicuous places available to employees or applicants for employment.

(Contractor or Subcontractor)

(Date)

Required Contract Provisions Related to Davis-Bacon Act and Related Acts

Provisions substantially like the following shall be included in each procurement contract for the actual construction, attention and/or repair, including painting and decorating. The SRF Applicant shall remain responsible for compliance with applicable law (including Davis Bacon and related Acts). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Davis Bacon and related Acts) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

(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 basic hourly 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. As provided in 29 CFR 5.5 the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

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 (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(s) of work actually performed, without regard to skill, except as provided in Section (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 (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) *Frequently recurring classifications.* (A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in part 1 of this subtitle, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for

Attachment B

classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

- (1) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (2) The classification is used in the area by the construction industry; and
- (3) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii)(A) The [SRF Applicant], on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The EPA award official 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the [SRF Applicant] 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 [SRF Applicant] to the Authority. The Authority will transmit the report to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the [SRF Applicant] do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the

Attachment B

recommendation of the State award official, 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.

(E) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) must 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.

(iv) 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) 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, in accordance with the criteria set forth in section 5.28, 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.

(vi) In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

(2) Withholding. (i) The [SRF Applicant], must, upon its own action or upon written request of the EPA Award Official or 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 satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages required by the clause set forth in paragraph (a)(1) of this section and monetary relief for violations of paragraph (a)(11) of this section of this contract, including interest, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon prevailing wage requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all

Attachment B

or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the (Agency) may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, 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.

(ii) The Department has priority to funds withheld or to be withheld in accordance with this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(3) Payrolls and basic records.

(i) Basic record requirements (A) All regular payrolls and other basic records must be maintained by the contractor and subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of work (or otherwise working in construction or development of the project under a development statute) for a period of three years after all the work on the prime contract is completed.

(B) Such records must contain the name, Social Security number; last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work actually performed; 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 actually worked in total and on each covered contract; deductions made and actual wages paid.

(C) 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 must 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.

(D) Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

Attachment B

(ii)(A) The contractor or subcontractor must submit weekly, for each week in which any DBA or related Acts covered work is performed, certified payrolls to the [SRF Applicant], that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. The prime contractor is responsible for the submission of copies of certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the [SRF Applicant] shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week.

(B) The certified payrolls submitted must 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 last known addresses, telephone numbers, and email addresses must not be included on the weekly transmittals. Instead, the payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the employee's social security number). The required weekly certified payroll information may be submitted using Optional Form WH-347, or any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/files/WHD/legacy/files/wh347.pdf> or its successor site. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Each certified payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working under the contract, and must certify the following:

(1) That the certified 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 and basic records are 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, and apprentice) working 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; and

Attachment B

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

(D) 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 (3)(ii)(B) of this section.

(E) The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent, must be an original handwritten signature or a legally valid electronic signature.

F) 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 3729 of title 31 of the United States Code.

(iii) The contractor or subcontractor must maintain this contract or subcontract, and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iv) The contractor or subcontractor must make the records required under paragraph (3)(i) through (iii) of this section and any other documents that the Authority, EPA, or the Department of Labor deems necessary to determine compliance with labor standards provisions of any of the applicable statutes referenced by 29 CFR 5.1, available for inspection, copying, or transcription by authorized representatives of the Authority, EPA or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) If the contractor or subcontractor fails to submit the required records or to make them available, or to permit worker interviews during working hours on the job, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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 or to permit worker interview during worker hours on the job, may be grounds for debarment action pursuant to 29 CFR 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to the Wage and Hours Division (WHD) within the time WHD requests that the records be produced, will be precluded from introducing as evidence in an administrative proceeding under part 6 of this subtitle any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

Attachment B

(C) Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the Authority and EPA, if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor or subcontractor, or both, must upon request provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, 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 other compliance action.

(4) Apprentices and trainees.

Apprentices. (A) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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(OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, , will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe Benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(C) The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must 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, must 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 must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. Every apprentice

Attachment B

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 journeyworker hourly rate specified in the applicable wage determination.

(ii) Equal employment opportunity. The use of apprentices and journeyworkers under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (11) along with the applicable wage determination(s) and such other clauses as the Authority and EPA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, 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 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 of 40 U.S.C. 3144(b) 29 CFR 5.12(a)(1).

Attachment B

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, 18 U.S.C. 1001

(11) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or part 1 or 3 this subtitle;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or part 1 or 3 of this subtitle.

(b) (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen and guards shall require or permit any such laborer, mechanic, watchman or guard 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, mechanic, watchman or guard 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 the above 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, mechanic, watchman or guard employed in violation of the clause set forth in the above paragraph (b)(1) of this section, in the sum of \$29 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 the above paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The [SRF Applicant], upon its own action or upon written request of the EPA Award Official or an authorized representative of the

Attachment B

Department of Labor, withhold or cause to be withheld, from the contractor under this contract so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for unpaid wages and monetary relief, including interest, required by the clauses set forth in paragraphs (b)(2) and (5) of this section and liquidated damages for violations of paragraph (b)(2) of this section or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon prevailing wage requirements, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon prevailing wage requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency.

(ii) *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:

(A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its procurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A contractor's assignee(s);

(E) A contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5).. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages, and may be subject to debarment, as appropriate.

(5) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any

Attachment B

person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting on behalf of themselves or others any right or protection under CWHSSA or part 5 of this title;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

(c) In addition to the clauses contained in paragraph (b), above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the [SRF Applicant] must insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers, and mechanics, including guards and watchmen working on the contract. Such records shall contain the name last known address, telephone number, email address; and social security number of each such worker each worker's correct classification(s) of work actually performed, hourly rates of wages paid, daily and weekly number of hours actually worked, deductions made, and actual wages paid. Further, the [SRF Applicant] shall insert in any such contract a clause providing that the records to be maintained under this paragraph must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Authority, EPA and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job. [29 CFR 5.5]

(d) *Incorporation of contract clauses and wage determinations by reference.* Although agencies are required to insert the contract clauses set forth in this section, along with appropriate wage determinations, in full into covered contracts, and contractors and subcontractors are required to insert them in any lower-tier subcontracts, the incorporation by reference of the required contract clauses and appropriate wage determinations will be given the same force and effect as if they were inserted in full text.

(e) *Incorporation by operation of law.* The contract clauses set forth in this section, along with the correct wage determinations, will be considered to be a part of every prime contract required by the applicable statutes referenced by § 5.1 to include such clauses, and will be effective by operation of law, whether or not they are included or incorporated by reference into such

Attachment B

contract, unless the Administrator grants a variance, tolerance, or exemption from the application of this paragraph. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

Attachment C

Required Contract Provisions Related to Wage-Fringe Benefit Certification

Required Wage/Fringe Benefit Certification A provision substantially like the following shall be included in each contract between SRF Applicant and a contractor for work related to the Project. A copy of the Wage/Fringe Benefit Certification referenced in the below provision is attached hereto. Additional copies may be obtained from the Indiana Finance Authority.

Davis-Bacon Wage/Fringe Benefit Certification

- (a) Every contractor and subcontractor furnishing work on the Project shall complete a Wage/Fringe Benefit Certification on the form approved by the Indiana Finance Authority and submit this certification to the Labor Standards Administrator prior to commencing work on the Project.

- (b) The Contractor shall require the substance of this provision to be included in all contracts with subcontractors.

Wage/Fringe Benefit Certification
(To be completed by contractor/subcontractor)

COMMUNITY: [Click here to enter text.](#)

PROJECT: [Click here to enter text.](#)

This is to certify that [Click here to enter text.](#)

plans to use the following classifications of workers on the above referenced project:

From Applicable Wage Decision				Base Wage to be paid by Contractor	Fringe Benefits to be provided by Contractor		Total package to be paid by Contractor
Classification	Base Wage Due	Fringe Benefits Due	Total Package Due		Benefit	Hourly Amount	

Certified by: _____ **Title:** _____ **Date:** _____

(must be certified by contractor)

Required Contract Provisions Related to Disadvantaged Business Enterprise (DBE) Efforts

Borrowers and their prime contractors must follow, document, and maintain documentation of their good faith efforts to ensure that Disadvantage Business Enterprises (DBEs) have the opportunity to participate in the project by increasing DBE awareness of procurement efforts and outreach.

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities; including 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 solicitation 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 be subcontracted 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.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U. S. Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in numbers 1 through 5 above.

Required Contract Conditions

These conditions must be included in all procurement contracts entered into by the loan recipient for all projects:

1. The prime contractor must pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the loan recipient.
2. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six good faith efforts when soliciting a replacement subcontractor.
4. The prime contractor must employ the six good faith efforts even if the prime contractor has achieved its fair share objectives.

Attachment D

5. Each procurement contract signed must include the following term and condition:

“The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR 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.”

Required Contract Provisions Related to Suspension and Debarment

A provision substantially like the below shall be included in each procurement contract related to the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including Suspension, Debarment, and Other Responsibility Matters). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including Suspension, Debarment, and Other Responsibility Matters) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

Contractor shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Contractor is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Contractor is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Contractor may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility matters."

Required Bid Instruction Related to GPR Components

A provision substantially like the following shall be included with the instructions to Bidders if U.S. EPA Green Project Reserve (GPR) components are included in this Project. The SRF Applicant shall remain responsible for compliance with applicable law. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Program, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

U.S. EPA Green Project Reserve Program

Certain portions or components of this Project, which are described in the GPR Bid Breakdown form furnished with the Bid Documents, qualify for the U.S. EPA Green Project Reserve (GPR) Program and/or the Sustainability Incentive offered by the Indiana State Revolving Fund (SRF) Loan Program. Bidder shall complete the GPR Bid Breakdown form and submit the completed form with its Bid. This information is required by the U.S. EPA and the Indiana SRF Program and **Bidder's failure to fully and accurately complete the GPR Bid Breakdown form and submit it with its Bid may result in the Bid being rejected as non-responsive.**

Attachment H

GPR FINAL SUMMARY
(To be completed by Consulting Engineer)

Specific components of this project, identified below, qualify for the Green Project Reserve (GPR) Incentive Program offered by the Indiana State Revolving Fund (SRF) Loan Program.

Engineering Firm: _____

Community: _____

Project Title: _____

Section I Instructions:

Consulting Engineer shall provide a list of GPR approved project components and provide the dollar amount the successful bidder included in its bid for each GPR component. This section should be consistent with the information provided in the GPR Bid Breakdown (Attachment G).

Section II Instructions:

Consulting Engineer shall provide the engineering-related (i.e. planning, design) costs associated with the GPR approved project components.

Section III Instructions:

Consulting engineer shall total both Section I and Section II costs to provide a total project GPR amount.

Section I – Construction GPR

GPR Component Description	GPR Component Price

TOTAL CONSTRUCTION GPR COST: \$ _____

Section II – Engineering GPR

GPR Planning Cost	GPR Design Cost	Total

TOTAL ENGINEERING GPR COST: \$ _____

Section III – Total Project GPR

TOTAL PROJECT GPR COST \$ _____
(CONSTRUCTION GPR + ENGINEERING GPR)

Attachment I

Required Contract Provisions Related to American Iron and Steel

A provision substantially like the below will be included in each procurement contract when such contract involves the procurement of iron and steel to be used in the Project . The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including American Iron and Steel) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the _____ (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as “American Iron and Steel” (and as such is supplemented from time to time by federal rules and guidance) that requires all of the iron and steel products used in the project be produced in the United States (“American Iron and Steel Requirements”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees, that (a) the Contractor has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the project as provided by the Contractor under this Agreement will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the Contractor will provide any further certification or assurance of compliance with this paragraph as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority 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 Authority.

Attachment J

Required Certification from Contractor Related to American Iron and Steel

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves the procurement of iron and steel products to be used in the Project. The SRF Applicant shall remain responsible for compliance with applicable law (including American Iron and Steel). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including American Iron and Steel) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

CERTIFICATION

I _____, of _____
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the _____ related to its _____

(SRF Applicant)

(Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions of Section 608 of the Clean Water Act and Section 1452(a)(4)(A) of Safe Drinking Water Act commonly known as "American Iron and Steel" provisions as contained therein requiring that all of the iron and steel products used in the Project be produced in the United States ("American Iron and Steel Requirements"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the American Iron and Steel Requirements, (b) all of the iron and steel products used in the Project as provided by the Successful Bidder under its agreement related to the Project will be produced in the United States in a manner that complies with the American Iron and Steel Requirements and (c) the procurement contract will include a provision substantially like Attachment I.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

(Signature)

(Date)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this ___ day of _____, 2020.

My commission expires:

_____, Notary Public
(Printed)

County of Residence:

**Certificate of Engineer
Estimated Useful Life of Project
Indiana Clean Water State Revolving Fund Loan Program**

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant: _____
 Project: _____
 Design Engineer: _____
 Design Engineer Signature: _____ Date: _____

Category 1 - Treatment			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves & Gates</i>			\$ -
			\$ -
Category 2 - Collection			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Rehab/CIPP</i>			\$ -
<i>Manholes/Structures</i>			\$ -
<i>STEP Tanks</i>			\$ -
			\$ -
Category 3 - Conveyance			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Interceptor Line</i>			\$ -
<i>Force Main</i>			\$ -
<i>Valves</i>			\$ -
			\$ -
Category 4 - Pumps			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Pump Station</i>			\$ -
<i>Grinder Pumps</i>			\$ -
			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Buildings</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Vehicles</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>I&C/SCADA/Electrical</i>			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

*Italicized items listed above are suggestions and not meant to be all inclusive.
 Microsoft Excel spreadsheet available on SRF website
 Revised 4/2022*

Certificate of Engineer
Estimated Useful Life of Project
Indiana Drinking Water State Revolving Fund Loan Program

APPLICANT/DESIGN ENGINEER'S WORKSHEET FOR CALCULATING WEIGHTED LOAN TERMS

Applicant: _____
 Project: _____
 Design Engineer: _____
 Design Engineer Signature: _____ Date: _____

Category 1 - Source (intake or wells)			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Groundwater/ surface water</i>			\$ -
<i>Purchased water</i>			\$ -
			\$ -
			\$ -
Category 2 - Treatment			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Structures</i>			\$ -
<i>Equipment</i>			\$ -
<i>Site Piping/Valves/Gates</i>			\$ -
			\$ -
Category 3 - Storage			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Storage Facilities</i>			\$ -
			\$ -
			\$ -
Category 4 - Distribution/Transmission			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Piping</i>			\$ -
<i>Pumping</i>			\$ -
<i>Hydrants and Valves</i>			\$ -
			\$ -
Category 5 - Other			
Asset	Bid Amount (Dollars)	Asset Useful Life	Extension
<i>Meters</i>			\$ -
<i>Emergency Power</i>			\$ -
<i>Electrical/I&C/SCADA</i>			\$ -
<i>Site Work/Restoration/Roads</i>			\$ -
<i>Buildings</i>			\$ -
<i>Vehicles</i>			\$ -
			\$ -
			\$ -
Totals	\$ -		\$ -
Project Useful Life:		#DIV/0!	

Italicized items listed above are suggestions and not meant to be all inclusive.

Microsoft Excel spreadsheet available on SRF website

Revised 4/2022

If the financing will include direct federal funds from the SRF Loan program, known as Equivalency, the following attachments will also be required.

Attachment L

Required Contract Provisions Related to Certain Telecommunication and Video Surveillance Services and Equipment for Equivalency Projects

A provision substantially like the below will be included in each procurement contract when such contract involves the use of direct Federal funds (identified as Equivalency). The SRF Applicant shall remain responsible for compliance with applicable condition. Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable condition and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the _____ (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands and agrees that it is required to comply with all terms of 2 CFR 200.216, Prohibition on certain telecommunication and video surveillance services or equipment, which among other requirements prohibits the use of Loan proceeds by the Participant to procure (by means of entering into, extending, or renewing contracts) or obtain equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Such prohibitions extend to the use of Loan proceeds by the Participant to enter into a contract with an entity that “uses any equipment, system, or service that uses covered telecommunications equipment or services” as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. The Participant represents and warrants that it has not procured or obtained from Loan proceeds equipment, systems or services that use “covered telecommunications equipment or services” identified in the regulation as a substantial or essential component of any Drinking Water or Wastewater System, or as critical technology as part of any Drinking Water or Wastewater System. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority 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 Authority.

Attachment M

Required Contract Provisions Related to the Build America, Buy America Act (BABA)

A provision substantially like the below will be included in each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following provision.

The Contractor hereby acknowledges to and for the benefit of the _____ (“Owner”) and the Indiana Finance Authority (the “Authority”) that it understands the work, goods and services under this Agreement are being funded with monies made available by the State Revolving Fund Loan Program and such appropriation contains provisions commonly known as “Build America, Buy America” that requires all of the iron and steel products, manufactured products, and construction materials, permanently incorporated in the project be produced in the United States (“Build America, Buy America Requirements”) including iron and steel products, manufactured products, and construction materials provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the Authority, and agrees that (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials permanently incorporated in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the Owner or the Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner and the Authority to recover as damages against the Contractor (and the Contractor shall indemnify and hold the Owner and the Authority harmless against) any loss, expense or cost (including without limitation attorney’s fees) incurred by the Owner or the Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Authority or any damages owed to the Authority by the Owner). While the Contractor has no direct contractual privity with the Authority, as a lender to the Owner for the funding of its project, the Owner and the Contractor agree that the Authority 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 Authority.

Attachment N

**Required Certification from Contractor Related to the Build America Buy America Act
(BABA)**

A certification substantially like the below will be obtained in advance of entering each procurement contract when such contract involves compliance with BABA requirements. The SRF Applicant shall remain responsible for compliance with applicable law (including BABA). Such SRF Applicant has been encouraged to consult with its advisors and counsel regarding such matters and, in any event, understands that the use of the following does not relieve the SRF Applicant from its obligation to comply with applicable law (including BABA) and related provisions of any financial assistance agreement entered into with the Indiana Finance Authority, nor will the State Revolving Fund Loan Programs, the Indiana Finance Authority or the State of Indiana be responsible for or limited by any SRF Applicant's use of the following certification.

CERTIFICATION

I _____, of _____
(Name and Title of Certifying Officer) (Successful Bidder)

hereby certify and agree on behalf of the Successful Bidder as its duly authorized representative (and under penalties of perjury) that the Successful Bidder understands and agrees a material term and consideration applicable to the award and entry into a contract with the Successful Bidder by the

_____ related to its _____
(SRF Applicant) (Project Name)

involves the procurement and provision of work, goods and services under a procurement contract to be entered into with the SRF Applicant is the Successful Bidder's compliance with the provisions commonly known as the "Build American, Buy America Act" requiring that all iron and steel products, manufactured products, and construction materials permanently incorporated in the Project be produced in the United States ("Build America, Buy America"). The Successful Bidder hereby represents and warrants to and for the benefit of the SRF Applicant and the Indiana Finance Authority, as a lender to the SRF Applicant for the funding of its Project, and agrees, that (a) the Successful Bidder has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel products, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the procurement contract will include a provision substantially like Attachment M.

I SWEAR OR AFFIRM UNDER THE PENALTIES FOR PERJURY THAT THE ABOVE STATEMENTS ARE TRUE TO THE BEST OF MY KNOWLEDGE.

(Signature)

(Date)

STATE OF _____)
) SS:
COUNTY OF _____)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ of _____ who, being first duly sworn, acknowledged the execution of the above and foregoing instrument for and on behalf of said entity.

Dated this ___ day of _____.

My commission expires:

_____, Notary Public
(Printed)

County of Residence:
