

Assessor's Parcel Number: N/A

Date: OCTOBER 28, 2014

Recording Requested By:

Name: CHRISTINE VULETICH, FINANCE

Address: _____

City/State/Zip: _____

Real Property Transfer Tax: \$ N/A



KAREN ELLISON, RECORDER

CONTRACT NO. DW1503
LOAN CONTRACT #2014.226

(Title of Document)

FILED

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TED THRAN
CLERK

BY *[Signature]*

STATE OF NEVADA
DRINKING WATER STATE REVOLVING FUND
LOAN CONTRACT
DOUGLAS COUNTY
CONTRACT NO. DW1503

RECEIVED
ENVIRONMENTAL PROTECTION

OCT 29 2014

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This loan contract is made this 29TH day of OCTOBER, 2014 between the State of Nevada acting by and through the Department of Conservation and Natural Resources, Division of Environmental Protection, hereafter referred to as the Division, and Douglas County, a political subdivision of the State of Nevada, hereafter referred to as the Recipient. This loan is to provide funds for a connection to the Job's Peak water system and well upgrades. This work, hereafter referred to as the Project, is a public work as defined by Nevada Revised Statutes (NRS) 338.010, and is subject to the requirements of Chapter 338 of the NRS.

WHEREAS:

1. The Safe Drinking Water Act (42 U.S.C. §§ 300f et seq., as amended) and NRS 445A.200 to 445A.295, inclusive, authorize the Division to enter into contracts for financial assistance for construction of public water system Projects with community public water systems, whether publicly or privately owned, and non-profit or publicly owned non-community public water systems;
2. The account for the revolving fund has been created in the state treasury pursuant to NRS 445A.255(1) for the purposes of providing loans to finance the construction of projects for public water systems;
3. The recipient operates a public water system serving Douglas County in the Carson Valley in Northern Nevada, serving Sierra Country Estates, a small subdivision which lies within the Foothill Regional water service area delineated in the Douglas County Master Plan;

- 1 4. The Recipient has made application for a loan related to the construction of the Project
2 hereafter described, and said Project has been determined by the Division to be
3 eligible for a loan pursuant to applicable Federal and State laws, rules, regulations, and
4 guidance;
- 5 5. The Board for Financing Water Projects has approved pursuant to NRS 445A.265(3)
6 the commitment of funds from the account for the revolving fund to fund the Project
7 described in SECTION 1, below (See Exhibit A.); and
- 8 6. Any Federal Funds used for funding of this loan will be provided through the
9 Capitalization Grants for Drinking Water State Revolving Funds CFDA# 66.468 through
10 the United States Environmental Protection Agency.

11

12 **NOW, THEREFORE**, it is agreed as follows:

13

14 **SECTION 1. PROJECT DESCRIPTION**

15 The project will construct a transmission line from the adjacent Job's Peak water system to the
16 Sierra Country Estates water system, upgrade Sierra Country Estates Well #1 and make various
17 improvements to the water system. The Project is more specifically described in the documents
18 included in, or referenced by the Project Loan Application on file with the Division.

19

20 **SECTION 2. INCORPORATION OF DOCUMENTS AND GENERAL RECIPIENT COMMITMENTS**

21 This contract incorporates the following documents:

- 22 (A) Exhibit A, Resolution of Board for Financing Water Projects for Commitment of Funds
23 from the Account for the Revolving Fund;
- 24 (B) Exhibit B, Listing of Cross-Cutting Federal Authorities for Assistance Subgrants;
- 25 (C) Exhibit C, Certification Regarding Lobbying;
- 26 (D) Exhibit D, Davis-Bacon Wage Rate Requirements Under The Consolidated and Further
27 Continuing Appropriations Act, 2013 (P.L. 113-6)

1 (E) Exhibit E, American Iron and Steel Requirements Under the Consolidated
2 Appropriations Act, 2014

3 (F) Exhibit F, Disadvantaged Business Guidance;

4 (G) Exhibit G, Environmental Protection Agency (EPA) Grant Requirements

5 The Recipient accepts and agrees to comply with all terms, provisions, conditions and commitments
6 of this contract, including all incorporated documents, and to fulfill all assurances, declarations,
7 representations and commitments made by the Recipient in its application and accompanying
8 documents filed in support of its request for a loan.

9

10 **SECTION 3. ESTIMATED COST OF PROJECT**

11 The estimated total cost of the Project, including associated planning and design costs is **one**
12 **million, five hundred thousand dollars (\$1,500,000).**

13

14 **SECTION 4. MAXIMUM LOAN AMOUNT**

15 Subject to all of the terms, provisions and conditions of this contract, and subject to the
16 availability of Federal funds, the Division will loan the sum, not to exceed **one million dollars**
17 **(\$1,000,000)** to the Recipient from the account for the revolving fund.

18

19 **SECTION 5. INTEREST RATE**

20 The interest rate for the Recipient's loan is computed to equal 62.5% of the last published
21 "Bond Buyer 20 General Obligation Bond Index" (BB20 Index). The BB20 Index is a nationally
22 recognized weekly index that is published every Thursday in *The Bond Buyer*, a weekly publication.

23 The BB20 Index is also available to the public from many securities brokers and dealers.

24 The BB20 Index as of September 10, 2014 (the last index rate published on the Thursday preceding
25 the mailing of final contract for signatures) was 4.09%. 62.5% of this rate is 2.56% (4.09% X 62.5%=
26 2.56%.

1 The annual percentage interest rate for this loan is therefore 2.56%. Interest on any loan
2 funds disbursed to the Recipient shall accrue from the date each disbursement of such funds is made
3 by the Division to the Recipient.

4
5
6 **SECTION 6. TERM**

7 This contract shall take effect upon the date of delivery of the Bond to the State Treasurer and
8 the contract shall remain in effect until the final loan repayment is made unless sooner terminated
9 pursuant to the provisions hereof and the provisions of the Resolution. The Division and the Recipient
10 agree that, for the purpose of this section, the term of this contract is for no more than 20 years from
11 the date of this loan contract.

12
13 **SECTION 7. LOAN DISBURSEMENT; AVAILABILITY OF FUNDS**

14 Except as may be otherwise provided in this contract, loan amounts will be disbursed as
15 follows:

16 (7.1) Upon execution and return of this loan contract, the Recipient may request
17 disbursement of any planning and design included in the loan amount. The planning and
18 design amount due will be disbursed upon submittal by the Recipient of sufficient
19 documentation of costs and the Payment Request Form.

20 (7.2) Additional loan funds will be promptly disbursed to the Recipient for Project costs
21 incurred by the Recipient upon receipt by the Division of proper and acceptable Payment
22 Request Forms from the Recipient. The Recipient agrees that it will not request payment
23 for any Project cost until such cost has been incurred and is due and payable to Project
24 contractors, although it is agreed that actual payment of such cost by the Recipient is not
25 required as a condition of payment request. The Recipient agrees to provide
26 documentation with each payment request that costs shown in the payment request have
27 been incurred and are due and payable at the time of the request.

1 (7.3) The Division's obligation to pay any sum to the Recipient under any provision of this
2 contract is contingent upon the availability of sufficient funds to permit the payments
3 provided for herein. In the event that sufficient funds as determined by the Division do not
4 become available for any reason, the Division shall not be obligated to make any
5 payments to the Recipient under this contract. This provision shall be construed as a
6 condition precedent to the obligation of the Division to make any payments under this
7 contract. Nothing in this contract shall be construed to provide the Recipient with a right
8 of priority for payment over any other entity. If any payments, which are otherwise due to
9 the Recipient under this contract, are deferred because of unavailability of sufficient
10 funds, such payments will promptly be made to the Recipient when sufficient funds do
11 become available.

12
13 **SECTION 8. WITHHOLDING OF LOAN DISBURSEMENT**

14 The Division may withhold all or any portion of the loan funds provided for by this contract in
15 the event that:

16 (8.1) The Recipient has materially violated, or threatens to materially violate, any term,
17 provision, condition or commitment of this contract, or

18 (8.2) The Recipient fails to maintain reasonable progress toward completion of the Project.

19
20 **SECTION 9. REPAYMENT OF LOAN**

21 Loan funds shall be repaid in accordance with the provisions of the bond ordinance adopted
22 by the Douglas County Board of County Commissioners on August 7, 2014 (the "Ordinance")
23 authorizing the issuance of the County's General Obligation (limited tax) Water Bond (additionally
24 secured by pledged revenue), since 2014 (hereafter the "Bond"). Interest payments shall be payable
25 semiannually on January 1 and July 1 of each year commencing on the January 1 or July 1
26 immediately following the date of the first principal advance made to the Recipient under this loan
27 contract. Principal payments shall be made semiannually on January 1 and July 1, commencing on

1 the first January 1 or July 1 immediately following the date the Recipient draws the maximum principal
2 amount authorized under this loan contract, the date the Recipient completes the Project, or three
3 years from the date of this loan contract, whichever occurs first. The principal and interest payments
4 shall be structured so as to produce substantially level payments and amortize the outstanding
5 principal amount of the loan over 20 years from the date of delivery of the Bond.

6

7 **SECTION 10. CONSTRUCTION SCHEDULE**

8 The Recipient shall submit a schedule for construction to the Division. The Recipient shall
9 update the schedule in the event the completion date changes for a period of 90 days or more beyond
10 the estimated date of Project completion previously provided to the Division.

11

12 **SECTION 11. RESIDENT ENGINEER AND INSPECTOR**

13 The Recipient is required to hire a qualified, full-time resident engineer and inspector(s),
14 unless the Division in writing waives this requirement.

15

16 **SECTION 12. CONSTRUCTION ACTIVITIES AND NOTIFICATIONS**

17 (12.1) The Recipient shall maintain and provide the Division with a current list of individuals in
18 responsible charge for notification and communication.

19 (12.2) The Recipient agrees to promptly notify the Division in writing of:

- 20 a. Any substantial change in scope of the Project;
- 21 b. Cessation of all major construction work on the Project where such cessation of
22 work is expected to or does extend for a period of 30 days or more;
- 23 c. Any circumstance, combination of circumstances, or condition, which is
24 expected to or does delay completion of construction for a period of 90 days or
25 more beyond the estimated date of Project completion previously provided to
26 the Division, or
- 27 d. Project final completion.

1 **SECTION 13. PROJECT ACCESS**

2 The Recipient agrees to ensure that the Division, or any authorized representative thereof, will
3 have suitable access to the Project site at reasonable times during Project construction.

4
5 **SECTION 14. COMPLETION OF PROJECT**

6 (14.1) The Recipient agrees to proceed with, and complete construction of, the Project in
7 substantial accordance with Project plans, specifications, and schedules submitted to the
8 Division in accordance with NAC 445A.67625 to NAC 445A.67627, inclusive.

9 (14.2) Upon completion of construction of the Project, the Recipient agrees to expeditiously
10 initiate the Project. The Recipient will establish a reasonable estimated Project completion
11 date, and the Recipient agrees to make all reasonable efforts to meet the date so established.
12 Such date shall be binding upon the Recipient unless modified in writing by the Division upon
13 a showing of good cause by the Recipient. Extension of the Project completion date by the
14 Division shall not be unreasonably withheld.

15
16 **SECTION 15. RECORD DRAWINGS**

17 After completion of the Project, the Recipient shall provide the Division with as-built record
18 drawings for the Project.

19
20 **SECTION 16. PROJECT CERTIFICATION**

21 Within 30 days after completion of the Project, the Recipient shall provide to the Division the
22 certification required pursuant to NAC 445A.66715.

23
24 **SECTION 17. OPERATION AND MAINTENANCE**

25 The Recipient agrees to properly staff, operate and maintain all portions of the Project during
26 its useful life in accordance with all applicable state laws, rules and regulations. Upon reasonable

1 notice, the Recipient shall make available to the Division the operation and maintenance manuals for
2 the Project.

3

4 **SECTION 18. SYSTEM OF USER CHARGES**

5 The Recipient shall adopt and maintain in effect during the term of this contract a user charge
6 system or other source of revenue, which at all times complies with the requirements of applicable
7 state rules, regulations and guidelines.

8 The Recipient agrees to administer a system of user charges acceptable to the Division
9 pursuant to NAC 445A.67632 and 445A.67633. The Recipient further agrees to periodically review
10 and modify the system of user charges as necessary to assure its reasonable adequacy to repay the
11 loan, and to cover operating costs and meet other financial obligations of the Recipient. The system
12 of user charges and all modifications thereto shall be consistent with NAC 445A.67632 and
13 445A.67633 and shall be maintained to the reasonable satisfaction of the Division.

14

15 **SECTION 19. CONTINUOUS USE OF PROJECT**

16 The Recipient agrees that it will not abandon, substantially discontinue use of, or dispose of
17 the Project during the useful life of the Project without prior written approval of the Division.

18

19 **SECTION 20. USEFUL LIFE OF PROJECT**

20 For purposes of this contract, the parties agree that the useful life of the Project is at least 20
21 years from the date of this loan contract.

22

23 **SECTION 21. RECORDS**

24 Without limitation of the requirement to maintain Project accounts in accordance with NAC
25 445A.67628, the Recipient agrees to:

26 (21.1) Establish an official file for the Project which shall adequately document all significant
27 actions relative to the Project;

1 (21.2) Establish accounts which will adequately and accurately depict all amounts received
2 and expended on the Project, including all loan funds received under this contract;

3 (21.3) Establish accounts which will adequately depict all income received which is
4 attributable to the Project, specifically including any income attributable to loan funds
5 disbursed under this contract;

6 (21.4) Establish an accounting system which will accurately depict final total costs of the
7 Project, including both direct and indirect costs;

8 (21.5) Establish such accounts and maintain such records as may be necessary for the
9 Division to fulfill federal reporting requirements, including any and all reporting requirements
10 under federal tax statutes or regulations;

11 (21.6) If a force account is used by the Recipient for any phase of the Project, other than for
12 planning, design and construction management and administration provided for by allowance,
13 accounts will be established which reasonably document all employee hours charged to the
14 Project and the associated tasks performed by each employee;

15 (21.7) The Recipient agrees to retain its Project records for a minimum of three years after
16 final loan repayment has been made and for such longer period as may be required for the
17 Division to fulfill federal reporting requirements under federal statutes and regulations. All
18 Recipient records relative to the Project shall be subject at all reasonable times to inspection,
19 copying and audit by the Division or any authorized representative.
20

21 **SECTION 22. REPORTS**

22 The Recipient agrees to expeditiously provide, during construction of the Project and
23 thereafter during the useful life of the Project, such reports, data, and information as may be
24 reasonably required by the Division, including, but not limited to, material necessary or appropriate for
25 evaluation of the loan from the account for the revolving fund or to fulfill any reporting requirements of
26 the federal government.
27

1 **SECTION 23. ACCOUNTING STANDARDS**

2 (23.1) The Recipient will maintain separate Project accounts in accordance with NAC
3 445A.67628 and Generally Accepted Accounting Principles (GAAP).

4 (23.2) The recipient agrees to comply with requirements described in OMB Circular A-133,
5 *Audits of States, Local Governments, and Non-Profit Organizations* (Single Audit), which apply
6 to expenditures by a public or non-profit entity of federal monies from all sources in an amount
7 greater than or equal to \$500,000 in a year.

8
9 **SECTION 24. FINAL PROJECT AUDIT**

10 The Division, at its option, may call for an audit of financial information relative to the Project,
11 where the Division determines that an audit is desirable to assure program integrity or where such an
12 audit becomes necessary because of federal requirements. Where such an audit is called for, the
13 audit shall be performed by a Certified Public Accountant independent of the Recipient and at the cost
14 of the Recipient. The audit shall be in the form required by the Division.

15
16 **SECTION 25. TERMINATION; IMMEDIATE REPAYMENT**

17 (25.1) This contract may be terminated by written notice during construction of the Project, or
18 thereafter at any time prior to project completion, at the option of the Division, upon violation
19 by the Recipient of any material provision of this loan contract after such violation has been
20 called to the attention of the Recipient and after failure of the Recipient to bring itself into
21 compliance with the provisions of this contract within a reasonable time as established by the
22 Division.

23 (25.2) In the event of such termination, the Recipient shall be responsible for any damages
24 suffered by the State, including those specified in Section 26, and the Recipient agrees to
25 repay the account for the revolving fund all remaining principal advanced hereunder due in
26 accordance with the terms of the Ordinance and this contract.

27

1 **SECTION 26. DAMAGES FOR BREACH**

2 In the event that any breach of any of the provisions of this contract by the Recipient shall
3 result in an obligation on the part of the State to reimburse the federal government, the Recipient shall
4 immediately reimburse the Division in an amount equal to any damages and penalties paid or loss
5 incurred by the Division due to such breach.

6
7 **SECTION 27. DISPUTES**

8 Any dispute arising under this contract, which is not otherwise disposed of, shall be decided by
9 the Administrator of the Division. The decision shall be reduced to writing and a copy thereof
10 furnished to the Recipient. The decision of the Administrator shall be final and conclusive unless,
11 within thirty (30) calendar days after the date of mailing the Administrator's decision to the Recipient,
12 the Recipient mails or otherwise furnishes a written appeal of the decision to the Director of the
13 Department of Conservation and Natural Resources. In connection with any appeal to the Director,
14 the appeal shall be treated as a contested case, pursuant to NRS 233B, including the right to judicial
15 review. Pending final decision of a dispute hereunder, the Recipient shall continue to fulfill and
16 comply with all the terms, provisions, commitments and requirements of this loan contract.

17
18 **SECTION 28. WAIVER**

19 The parties hereto may, from time to time, waive any rights under this contract unless such
20 waiver is contrary to law, provided that any such waiver must be in writing and must be
21 signed by the party making such waiver.

22
23 **SECTION 29. AMENDMENT**

24 This contract may be amended at any time by mutual written agreement of the Division and
25 the Recipient. An amendment increasing the amount of loan funds committed to the Project is subject
26 to approval of the Board for Financing Water Projects and the State Treasurer.

27

1 **SECTION 30. COMPLIANCE WITH OTHER FEDERAL STATUTES AND AUTHORITIES**

2 (30.1) A number of other federal laws and authorities will be applied to loans supported with
3 the equivalent portion of Federal funds from the capitalization grant made available through
4 the loan. Exhibit B contains a current list of these other laws and authorities. The Recipient
5 agrees that it will, at all times, comply with and require its contractors and subcontractors to
6 comply with all applicable federal, state and local laws, regulations and requirements.

7 (30.2) The Recipient recognizes as goals the applicable Minority Business Enterprise
8 (MBE)/Women Business Enterprise (WBE) "fair share" goals negotiated with EPA by the
9 Division for construction, supplies, equipment and services as follows:

10	Construction	MBE 3%	WBE 1%
11	Equipment	MBE 2%	WBE 1%
12	Services	MBE 1%	WBE 1%
13	Supplies	MBE 1%	WBE 1%

14
15 **SECTION 31. FORCE MAJEURE**

16 Neither party shall be deemed to be in violation of this Contract if it is prevented from
17 performing any of its obligations hereunder due to strikes, failure of public transportation, civil or
18 military authority, act of public enemy, accidents, fires, explosions, earthquakes, floods, or unusual
19 atmospheric events. In such an event the intervening cause must not be through the fault of the party
20 asserting such an excuse, and the excused party is obligated to promptly perform in accordance with
21 the terms of the Contract after the intervening cause ceases.

22
23 **SECTION 32. STATE REVIEWS AND INDEMNIFICATION**

24 The Division and Recipient agree that review or approval of Project plans and specifications by
25 the Division is for administrative purposes only and does not constitute confirmation or endorsement
26 of the efficacy of the Project and does not relieve the Recipient of their responsibility to properly plan,
27 design, construct, operate and maintain the Project. The Recipient agrees that they have

1 responsibility for proper planning, design, construction, operation and maintenance of the Project and
2 that the Division is not responsible for increased costs resulting from defects in the Project design or
3 construction.

4 The parties will not waive and intend to assert available NRS 41 liability limitations in all cases.
5 Contract liability of both parties shall not be subject to punitive damages. Actual damages for any
6 State breach shall never exceed the amount of funds which have been appropriated for payment
7 under this contract, but not yet paid, for the fiscal year budget in existence at the time of the breach.

8 To the fullest extent of limited liability as set forth above, each party shall indemnify, hold
9 harmless and defend, not excluding the other's right to participate, the other from and against all liability,
10 claims, actions, damages, losses, and expenses, including but not limited to reasonable attorneys' fees
11 and costs arising out of any alleged negligent or willful acts or omissions of the party, its officers,
12 employees and agents. Such obligation shall not be construed to negate, abridge, or otherwise reduce
13 any other right or obligation of indemnity which would otherwise exist as to any party or person de-
14 scribed in this paragraph.

15 The indemnification obligation under this paragraph is conditioned upon receipt of written notice
16 by the indemnifying party within 30 days of the indemnified party's actual notice of any actual or pending
17 claim or cause of action. The indemnifying party shall not be liable to hold harmless any attorneys' fees
18 and costs for the indemnified party's chosen right to participate with legal counsel.

19

20 **SECTION 33. DAVIS-BACON ACT PREVAILING WAGES**

21 The Davis-Bacon Act wages rules apply to the Project funded by this loan contract as
22 specified in Exhibit D, Wage Rate Requirements Under The Consolidated and Further Continuing
23 Appropriations Act, 2013 (P.L. 113-6).

24

25 **SECTION 34. AMERICAN IRON AND STEEL REQUIREMENTS**

1 Under the H.R. 3547 "Consolidated Appropriations Act, 2014", recipient must comply with the
2 American Iron and Steel requirements for the entirety of the construction activities financed by the
3 assistance agreement through completion of construction. See Exhibit E for requirements.
4

5 **IN WITNESS WHEREOF**, the parties have executed this contract on the dates set forth below.

6
7 **RECIPIENT: DOUGLAS COUNTY**
8

9 *Christine Vuletich* Date: 10/17/14

10 Christine Vuletich, Assistant County Manager/Chief Financial Officer

11
12 **DIVISION OF ENVIRONMENTAL PROTECTION**

13 *Colleen Cripps* Date: 10/20/14
14 Colleen Cripps, Administrator
15

16 Approved as to form only:

17 Catherine Cortez Masto
18 Attorney General

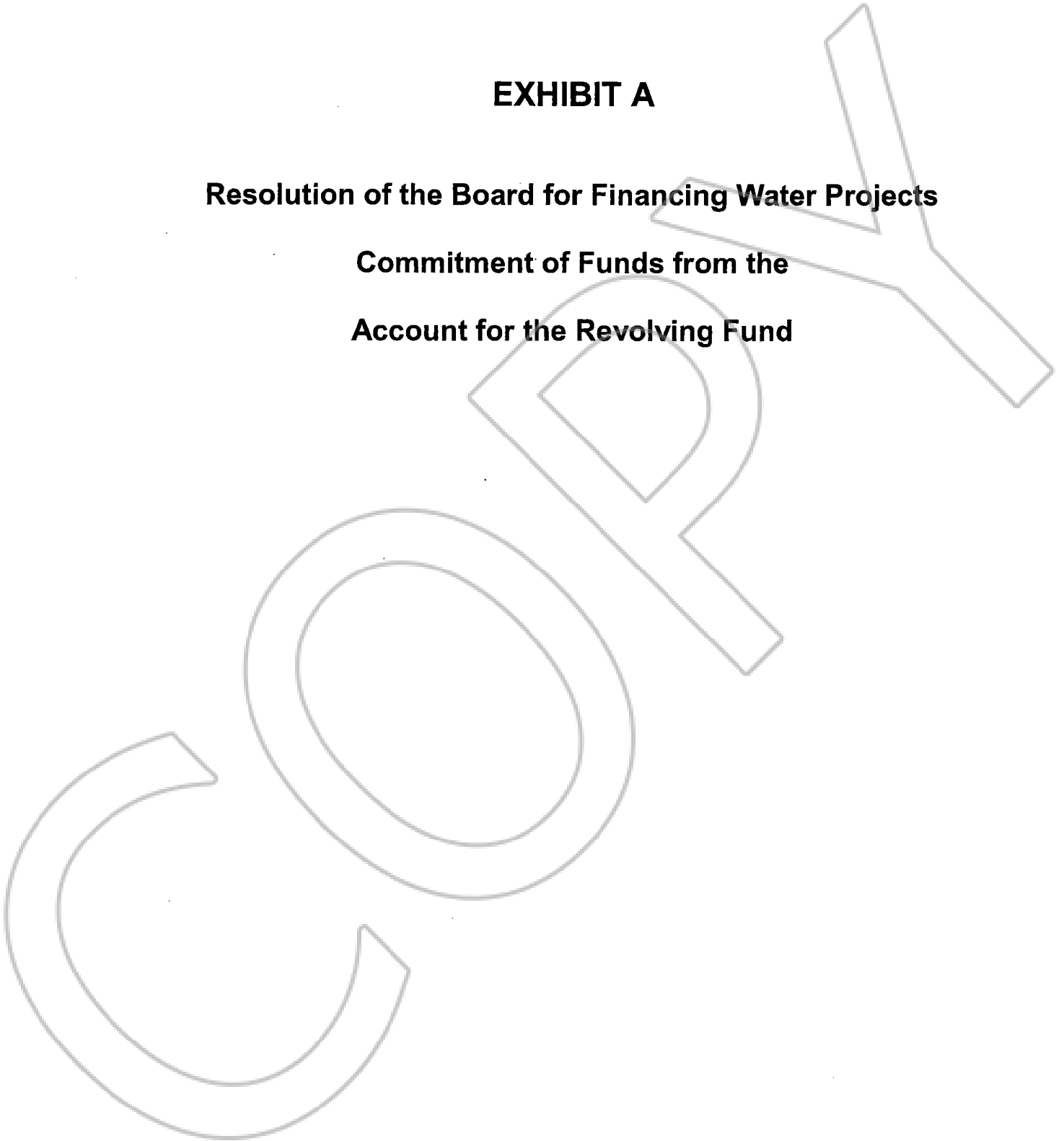
19 *Katie S. Armstrong* Date: 10/22/14
20 Katie Armstrong, Deputy Attorney General
21

EXHIBIT A

Resolution of the Board for Financing Water Projects

Commitment of Funds from the

Account for the Revolving Fund



RESOLUTION

A RESOLUTION DESIGNATED THE "9-2014 DOUGLAS COUNTY FOR SIERRA COUNTRY ESTATES PROJECT LOAN COMMITMENT RESOLUTION" TO APPROVE A LOAN COMMITMENT FOR THE PURPOSE OF FINANCING CERTAIN PROJECTS.

WHEREAS, the Board for Financing Water Projects (the "Board") of the State of Nevada (the "State") is authorized by Nevada Revised Statutes ("NRS") Chapter 445A.265 to approve the Division of Environmental Protection ("Division") prioritized lists of water projects and to approve the commitment of funds from the account for the revolving fund for loans to community water systems and non-transient water systems for costs of capital improvements required and made necessary pursuant to NRS 445A.800 to 445A.955, inclusive, by the Safe Drinking Water Act (42 U.S.C. §§ 300f *et seq.*) and by the regulations adopted pursuant thereto; and

WHEREAS, the Division has the responsibility of administering the Drinking Water State Revolving Fund program; and

WHEREAS, on September 9, 2014 the Board, pursuant to NRS 445A.265, approved the 2015 Priority List of water projects eligible for loans from the account for the revolving fund under the Drinking Water State Revolving Fund; and

WHEREAS, Douglas County owns and operates a public water systems in Douglas County, Nevada; and

WHEREAS, Douglas County submitted a pre-application to the Division for funding a project to make improvements to the water system, which is hereinafter referred to as the "Project"; and

WHEREAS, the Project is included in the Year 2015 Priority List of water projects, which was approved by the Board on September 9, 2014; and

WHEREAS, Douglas County submitted to the Division a Letter of Intent to proceed with the Project; and

WHEREAS, the Douglas County project is ready to proceed; and

WHEREAS, in connection with seeking a loan, Douglas County has submitted a written application ("Application") pursuant to NAC 445A.67613 to the Division; and

WHEREAS, the Division has reviewed the Letter of Intent and the Application including supporting material thereof, and has determined that Douglas County has the technical, managerial, and financial capability to manage and repay a loan for the Project; and

WHEREAS, the Division has taken all necessary and proper actions with respect to the Application as required pursuant to the regulations adopted by the State Environmental Commission (NAC 445A.6751 to 445A.67644, inclusive) pertaining to loan applications; and

WHEREAS, the Board must give prior approval before the Division may commit any money in the account for the revolving fund for expenditure for the purposes set forth in NRS 445A.275;

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD FOR FINANCING WATER PROJECTS OF THE STATE OF NEVADA:

Section 1. This Resolution shall be known as the "9-2014 Douglas County for Sierra Country Estates Project Loan Commitment Resolution."

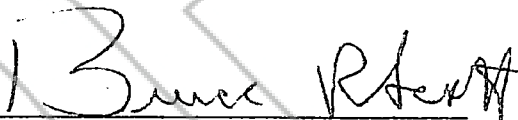
Section 2. The terms and conditions for providing a loan to Douglas County shall be negotiated between Douglas County and the Division. As this project includes consolidation and is eligible to receive additional subsidy as spelled out in Nevada's 2014 Intended Use Plan, these terms will include \$500,000 in principal forgiveness loan.

Section 3. Based on the review of the Application by the Division and based on the recommendation submitted by the Division to the Board concerning the Project, and subject to the provisions of Section 2 and 4 of this Resolution, the Board hereby approves a total commitment of funds in the amount not to exceed \$1,500,000 from the account for the revolving fund in accordance with NRS 445A.265.

Section 4. The Board further recommends that the Division take all other necessary and appropriate actions to effectuate the provisions of this Resolution in accordance with NRS 445A.200 to 445A.295, inclusive, and the Regulations adopted pursuant thereto.


Section 5. This resolution shall be effective on its passage and approval.

PASSED, ADOPTED AND SIGNED September 9, 2014



Chairman
Board for Financing Water Projects

Attest:



Advisor
Board for Financing Water Projects

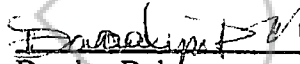
(iv) Nevada State Library and Archives, Carson City, Nevada;

(v) Nevada Division of Environmental Protection's Public Notice website: <http://ndep.nv.gov/admin/public.htm>

6. A copy of the notice so given is attached to this certificate as Exhibit A.

7. No other proceedings were adopted and no other action taken or considered at such meeting relating to the subject matter of the Resolution.

IN WITNESS WHEREOF, I have hereunto set my hand on this date.



Daralyn Dobson

Advisor

Board for Financing Water Projects

9/17/14

Date

EXHIBIT B
Cross-Cutting Federal Authorities

Cross-cutting federal authorities are the requirements of other federal laws and Executive Orders that apply in the case of federally funded projects. The cross-cutters include (but are not limited to): environmental laws such as the Endangered Species Act, the National Historic Preservation Act, executive orders on the protection of wetlands and flood plains, social policy authorities such as executive orders on equal employment opportunity in federally assisted programs, and economic authorities such as rules implementing executive orders on the debarment and suspension of persons who have engaged in misconduct. In the State Revolving Fund programs, compliance with federal cross-cutting authorities is required by all recipients of these federal funds. A list of the possible applicable cross-cutters follows.

Environmental Authorities

- o Archeological and Historic Preservation Act, Pub. L. 93-291, as amended
- o Clean Air Act, Pub. L. 95-95, as amended
- o Clean Water Act, Titles III, IV and V, Pub. L. 92-500, as amended
- o Coastal Barrier Resources Act, Pub. L. 97-348
- o Coastal Zone Management Act, Pub. L. 92-583, as amended
- o Endangered Species Act, Pub. L. 93-205, as amended
- o Environmental Justice, Executive Order 12898
- o Flood Plain Management, Executive Order 11988 as amended by Executive Order 12148
- o Protection of Wetlands, Executive Order 11990 as amended by Executive Order 12608
- o Farmland Protection Policy Act, Pub. L. 97-98
- o Fish and Wildlife Coordination Act, Pub. L. 85-624, as amended
- o Magnuson-Stevens Fishery Conservation and Management Act, Pub. L. 94-265
- o National Environmental Policy Act, Pub. L. 91-190
- o National Historic Preservation Act, Pub. L. 89-655, as amended
- o Safe Drinking Water Act, Pub. L. 93-523, as amended
- o Wild and Scenic Rivers Act, Pub. L. 90-54 as amended

Economic and Miscellaneous Authorities

- o Debarment and Suspension, Executive Order 12549
- o Demonstration Cities and Metropolitan Development Act, Pub. L. 89-754, as amended, & Executive Order 12372
- o Drug-Free Workplace Act, Pub. L. 100-690
- o Government Neutrality Toward Contractor's Labor Relations, Executive Order No. 13202, as amended by Executive Order No. 13208
- o New Restrictions on Lobbying, Section 319 of Pub. L. 101-121
- o Prohibitions relating to violations of the Clean Water Act or Clean Air Act with respect to Federal contracts, grants, or loans under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, & Executive Order 11738
- o Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended

Civil Rights, Nondiscrimination, Equal Employment Opportunity Authorities

- o Older Americans Act, Pub. L. 94-135
- o Equal Employment Opportunity, Executive Order 11246
- o Section 13 of the Clean Water Act, Pub. L. 92-500
- o Section 504 of the Rehabilitation Act, Pub. L. 93-112
- o Title VI of the Civil Rights Act, Pub. L. 88-352

Disadvantaged Business Enterprise Authorities

- o Small, Minority, and Women-owned Business Enterprises, Executive Orders No.11625, 12138, & 12432
- o Section 129 of the Small Business Administration Reauthorization and Amendment Act of 1988 Pub. L. No. 100-590
- o 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements



EPA Project Control Number

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS AND COOPERATIVE AGREEMENTS**

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

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

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

Christine Vuletich, Asst. County Mgr. RFD

Typed Name & Title of Authorized Representative

Christine Vuletich

Signature and Date of Authorized Representative

EXHIBIT D to LOAN CONTRACT

Wage Rate Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6)

Preamble

With respect to the Clean Water and Safe Drinking Water State Revolving Funds, EPA provides capitalization grants to each State which in turn provides subgrants or loans to eligible entities within the State. Typically, the subrecipients are municipal or other local governmental entities that manage the funds. For these types of recipients, the provisions set forth under Roman Numeral I, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section 3(ii)(A), below and for compliance as described in Section I-5.

Occasionally, the subrecipient may be a private for profit or not for profit entity. For these types of recipients, the provisions set forth in Roman Numeral II, below, shall apply. Although EPA and the State remain responsible for ensuring subrecipients' compliance with the wage rate requirements set forth herein, those subrecipients shall have the primary responsibility to maintain payroll records as described in Section II-3(ii)(A), below and for compliance as described in Section II-5.

I. Requirements Under The Consolidated and Further Continuing Appropriations Act, 2013 (P.L. 113-6) For Subrecipients That Are Governmental Entities:

The following terms and conditions specify how recipients will assist EPA in meeting its Davis-Bacon (DB) responsibilities when DB applies to EPA awards of financial assistance under the FY 2013 Continuing Resolution with respect to State recipients and subrecipients that are governmental entities. If a subrecipient has questions regarding when DB applies, obtaining the correct DB wage determinations, DB provisions, or compliance monitoring, it may contact the State recipient. If a State recipient needs guidance, the recipient may contact Lorraine Fleury at fleury.lorraine@epa.gov or at 215-814-2341 of EPA, Region III Grants and Audit Management Branch for guidance. The recipient or subrecipient may also obtain additional guidance from DOL's web site at <http://www.dol.gov/whd/>

1. Applicability of the Davis-Bacon (DB) prevailing wage requirements.

Under the FY 2013 Continuing Resolution, DB prevailing wage requirements apply to the construction, alteration, and repair of treatment works carried out in whole or in part with assistance made available by a State water pollution control revolving fund and to any construction project carried out in whole or in part by assistance made available by a drinking water treatment revolving loan fund. If a subrecipient encounters a unique situation at a site that presents uncertainties regarding DB applicability, the subrecipient must discuss the situation with the recipient State before authorizing work on that site.

2. Obtaining Wage Determinations.

(a) Subrecipients shall obtain the wage determination for the locality in which a covered activity subject to DB will take place prior to issuing requests for bids, proposals, quotes or other methods for soliciting contracts (solicitation) for activities subject to DB. These wage determinations shall be incorporated into solicitations and any subsequent contracts. Prime contracts must contain a provision requiring that subcontractors follow the wage determination incorporated into the prime contract.

(i) While the solicitation remains open, the subrecipient shall monitor www.wdol.gov weekly to ensure that the wage determination contained in the solicitation remains current. The subrecipients shall amend the solicitation if DOL issues a modification more than 10 days prior to the closing date (i.e., bid opening) for the solicitation. If DOL modifies or supersedes the applicable wage determination less than 10 days prior to the closing date, the subrecipients may request a finding from the State recipient that there is not a reasonable time to notify interested contractors of the modification of the wage determination. The State recipient will provide a report of its findings to the subrecipient.

(ii) If the subrecipient does not award the contract within 90 days of the closure of the solicitation, any modifications or supersedes DOL makes to the wage determination contained in the solicitation shall be effective unless the State recipient, at the request of the subrecipient, obtains an extension of the 90 day period from DOL pursuant to 29 CFR 1.6(c)(3)(iv). The subrecipient shall monitor www.wdol.gov on a weekly basis if it does not award the contract within 90 days of closure of the solicitation to ensure that wage determinations contained in the solicitation remain current.

(b) If the subrecipient carries out activity subject to DB by issuing a task order, work assignment or similar instrument to an existing contractor (ordering instrument) rather than by publishing a solicitation, the subrecipient shall insert the appropriate DOL wage determination from www.wdol.gov into the ordering instrument.

(c) Subrecipients shall review all subcontracts subject to DB entered into by prime contractors to verify that the prime contractor has required its subcontractors to include the applicable wage determinations.

(d) As provided in 29 CFR 1.6(f), DOL may issue a revised wage determination applicable to a subrecipient's contract after the award of a contract or the issuance of an ordering instrument if DOL determines that the subrecipient has failed to incorporate a wage determination or has used a wage determination that clearly does not apply to the contract or ordering instrument. If this occurs, the subrecipient shall either terminate the contract or ordering instrument and issue a revised solicitation or ordering instrument or incorporate DOL's wage determination retroactive to the beginning of the contract or ordering instrument by change order. The subrecipient's contractor must be compensated for any increases in wages resulting from the use of DOL's revised wage determination.

3. Contract and Subcontract provisions.

(a) The Recipient shall insure that the subrecipient(s) shall insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a treatment work under the CWSRF or a construction project under the DWSRF financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1 or the FY 2013 Continuing Resolution, the following clauses:

(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 § 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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.dol.gov.

(ii)

(A) The subrecipient(s), 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 State award official shall approve a request for 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 subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request 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.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) 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 request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the 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 subrecipient(s), shall 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 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 (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 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 subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient 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. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms/wh347instr.htm> or its successor site. The 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 subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, 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 subrecipient(s).

(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 § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable

wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(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 State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State 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 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 (10) and such other clauses as the EPA determines may be appropriate, 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 (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 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.

4. Contract Provision for Contracts in Excess of \$100,000.

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(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 Item 3, above or 29 CFR 4.6. 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 (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (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 (a)(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 (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of the EPA Award Official or an authorized representative of the Department of Labor, shall 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 (a)(2) of this section.

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

(b) In addition to the clauses contained in Item 3, 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 subrecipient shall 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 subrecipient shall 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 Nevada Division of Environmental Protection, the US Environmental Protection Agency, and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

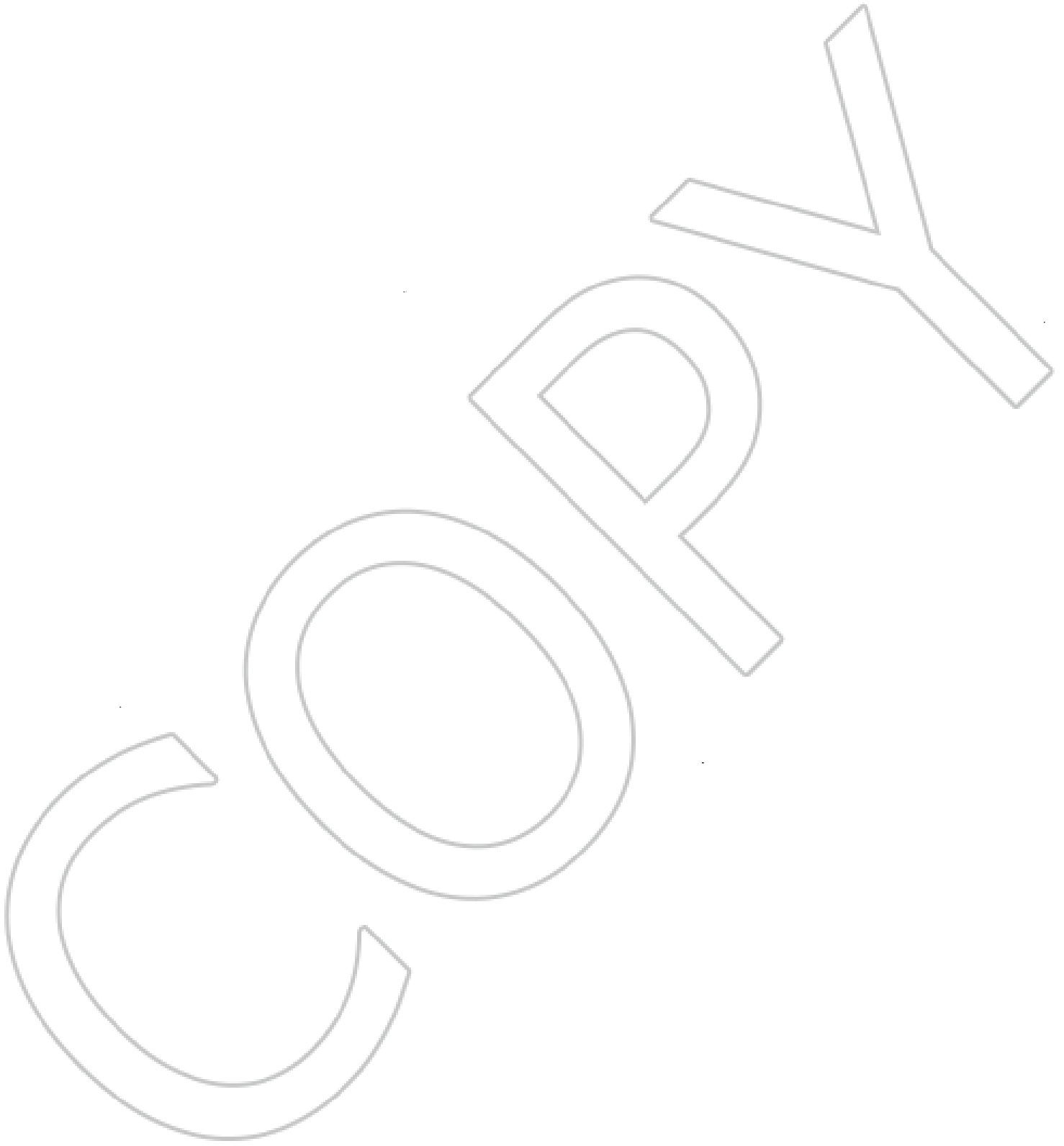
(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicated that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

(c) The subrecipient shall periodically conduct spot checks of a representative sample of weekly payroll data to verify that contractors or subcontractors are paying the appropriate wage rates. The subrecipient shall establish and follow a spot check schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, if practicable, the subrecipient should spot check payroll data within two weeks of each contractor or subcontractor's submission of its initial payroll data and two weeks prior to the completion date the contract or subcontract. Subrecipients must conduct more frequent spot checks if the initial spot check or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractor's use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Items (b) and (c) above.

(e) Subrecipients must immediately report potential violations of the DB prevailing wage requirements to the EPA DB contact listed above and to the appropriate DOL Wage and Hour District Office listed at <http://www.dol.gov/whd/america2.htm>.





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

JAN 24 2014

OFFICE OF WATER

MEMORANDUM

SUBJECT: Application of Buy American Requirements to Fiscal Year 2014 Clean Water State Revolving Fund and Drinking Water State Revolving Fund Assistance Agreements

FROM: Nancy K. Stoner
Acting Assistant Administrator

TO: Water Management Division Directors
Regions I- X

On January 17, 2014, H.R. 3547, "Consolidated Appropriations Act, 2014," (Appropriations Act) was enacted. This law provides appropriations for both the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) for Fiscal Year 2014, while adding a Buy American requirement to these already existing programs. Application of this new requirement is the focus of this memorandum.

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 or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

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

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

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

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

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

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

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

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

In order to comply with this provision, States must include in all assistance agreements, whether in the form of a loan, bond purchase, grant, or any other vehicle to provide financing for a project, executed on or after January 17, 2014 (date of enactment of H.R. 3547), and prior to October 1, 2014, for the construction, alteration, maintenance, or repair of treatment works under the CWSRF or for construction, alteration, maintenance, or repair of a public water system under the DWSRF, a provision requiring the application of Buy American requirements for the entirety of the construction activities financed by the assistance agreement through completion of construction, no matter when construction commences. The one exception to this requirement is if a project has approved engineering plans and specifications, by a State agency, prior to enactment of the Appropriations Act.

Application of the Buy American requirements extend not only to assistance agreements funded with Fiscal Year 2014 appropriations, but to all assistance agreements executed on or after January 17, 2014 and prior to October 1, 2014, whether the source of the funding is prior year's appropriations, state match, bond proceeds, interest earnings, principal repayments, or any other source of funding so long as the project is financed by an SRF assistance agreement. If a project began construction prior to January 17, 2014, but is financed or refinanced through an assistance agreement executed on or after January 17, 2014 and prior to October 1, 2014, Buy American requirements will apply to all construction that occurs on or after January 17, 2014, through completion of construction, unless, as is likely, engineering plans and specifications were approved by a State agency prior to enactment of the Appropriations Act.

Notably, there is no application of the Buy American requirements where such a refinancing occurs for a project that has completed construction prior to January 17, 2014. This provision does not apply to any project for which an assistance agreement was executed prior to January 17, 2014, no matter when construction occurs.

Further information will be provided in the form of guidance as soon as possible.

We understand the complexity of this provision and the challenges involved in its application. If you have any questions, please contact Peter Grevatt or Andrew Sawyers, or have your staff contact Jordan Dorfman, Attorney-Advisor, State Revolving Fund Branch, Municipal Support Division, at dorfman.jordan@epa.gov or (202) 564-0614 and Kiri Anderer, Environmental Engineer, Infrastructure Branch, Drinking Water Protection Division, at anderer.kirsten@epa.gov or (202) 564-3134

Exhibit F

State Revolving Fund

Disadvantaged Business Enterprise Program

Guidance to Borrowers and Contractors

May 2014

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State Revolving Fund

Disadvantaged Business Enterprise Program

Section 1: Overview

As stipulated by the Environmental Protection Agency (EPA), Nevada State Revolving Fund (SRF) borrowers and their contractors are required to make good faith efforts to utilize businesses classified as Disadvantaged Business Enterprises (DBEs) for goods and services associated with SRF financed projects. A borrower and their contractors should utilize DBEs through prime contracting, subcontracting, joint-ventures, other business relationships, and through the procurement of supplies, materials, and equipment.

Section 2: Definition of Disadvantaged Business Enterprise (DBE)

A DBE is a business owned and/or controlled by socially and economically disadvantaged individuals including Minority and Women Business Enterprises.

Minority Business Enterprise (MBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are Black, Hispanic, Portuguese, Asian American, American Indian, or groups found to be economically and socially disadvantaged by the U.S. Small Business Administration pursuant to Section 8(a) of the Federal Small Business Act.

Women Business Enterprise (WBE) – A business which is at least 51% owned and/or controlled by one or more U.S. citizens who are women.

Section 3: Disadvantage Business Enterprise (DBE) requirements and contract conditions

The following pages include conditions which must be included in all bidding and contract documents for SRF financed projects including:

- DBE related laws, rules, and regulations
- Equal Employment
- DBE Participation Goals
- Good Faith Effort for DBE Participation
- DBE Contract Terms and Conditions

Nevada State Revolving Fund Disadvantaged Business Enterprise (DBE) and Contract Conditions

The DBE Solicitation and Contract Conditions must be physically included in all bidding and contract documents for SRF financed projects.

DBE Related Laws, Rules, and Regulations

This project is being financed in whole or in part by the Nevada State Revolving Fund (SRF). The borrower is required to comply with the following laws, rules and regulations and must ensure that their contractor(s) also comply with these laws, rules, and regulations.

1. Ensures access to facilities or programs regardless of race, color, national origin, sex, age or handicap: Title VI of the Civil Rights Act of 1964 (P.L 88-352, Section 504 of the Rehabilitation Act, P.L. 93-112 (87 Stat. 355, 29 U.S.C. Sec. 794), Older Americans Act (P.L. 94-135, 89 Stat. 713, 89 Stat. 728 Sec. 303, 42 U.S.C. 6102).
2. Encourages recipients of federal funds 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: Executive Orders 11625, 12138 and 12432; Section 129 of P. L. 100-590 Small Businesses Reauthorization & Amendment Act of 1988; Public Law 102-389 (42 U.S.C. 4370d); a 1993 appropriations act ("EPA's 8% statute"); Title X of the Clean Air Acts Amendments of 1990 (42 U.S.C. 7601 note) ("EPA's 10% statute").
3. Prohibits entering into contracts or sub-contracts with individuals or businesses who are debarred or suspended: Executive Order 12549, 3 CFR, 189 and 40 CFR Part 32. 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. Information on debarment is available at the following website: www.sam.gov.
4. 40 CFR Part 33 Participation by Disadvantaged Business Enterprises in Procurement under Environmental Protection Agency (EPA) Financial Assistance Agreements.
5. Prohibits discrimination by federal contractors and subcontractors for reasons of race, color, religion, sex, and national origin: Equal Employment Executive Order 11246, as amended by Executive Orders 11375 and 12086 and subsequent regulations. Inclusion of the seven clauses (located below in the Equal Employment section) from 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.

Equal Employment (must be included in all contracts over \$10,000)

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

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 advancements 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 workers' 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 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 September 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 September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
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 September 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."

DBE Participation Goals

Borrowers and their prime contractors must follow and document good faith efforts to meet the DBE Participation Goals listed below.

Good or Service	MBE Participation Goal	WBE Participation Goal
Construction	3%	1%
Equipment	2%	1%
Materials/Supplies	1%	1%
Services	1%	1%

The DBE Participation Goals are not quotas – SRF will not penalize a borrower and their contractors if they cannot meet the goals. However, SRF will require a borrower and their contractors to make a good faith effort to meet these goals.

Good Faith Effort for DBE Participation

EPA defines "Good Faith Effort" to include, at a minimum, the following actions by a borrower and their contractors and sub-contractors:

1. Include DBEs on solicitation lists.
2. Assure that DBEs are solicited once they are identified.
3. Divide total requirements into smaller tasks to permit maximum DBE participation, where feasible. Encourage the joint submission of bids by multiple DBE businesses.
4. Establish delivery schedules which will encourage MBE/WBE participation, where feasible.
5. Encourage use of the services of the Small Business Administration (SBA) and the Minority Business Development Agency of the Department of Commerce (MBDA) OR State/Regional/Local equivalent.
6. Require that each party to a subgrant, subagreement, or contract award take the good faith efforts outlined.

DBE Contract Terms and Conditions

The following conditions must be included in all procurement contracts entered into by the borrower and their contractors and subcontractors for SRF financed 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 document its efforts towards meeting the six "Good Faith Efforts for DBE Participation" even if the prime contractor has achieved its fair share objectives.
3. The prime contractor must notify the loan recipient in writing prior to the termination of any DBE subcontractor for convenience by the prime contractor.
4. If a DBE subcontractor fails to complete work under the subcontract for any reason, the prime contractor must employ the six "Good Faith Efforts for DBE Participation" if soliciting a replacement subcontractor.
5. All DBE procurements whether from bid documents or subsequent draw request are to be **reported on form 5700-52A to the SRF.**
6. The prime contractor must submit **Form 6100-4 – DBE Subcontractor Utilization** to the borrower as part of bid proposals.
7. The prime contractor must ensure DBE subcontractors submit **Form 6100-3 – DBE Subcontractor Performance.** In turn, the prime contractor submits the forms to the borrower.
8. The prime contractor must provide **Form 6100-2 – DBE Subcontractor Participation** to DBE subcontractors. DBE subcontractors may submit Form 6100-2 to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105

Report	Provided By:	Completed By:	Submitted To:	Appendix
DBE Reporting Form 5700-52A Part II	SRF	Borrower	SRF	A
Form 6100-4	Borrower	Prime Contractor	Borrower	B
Form 6100-3	Prime Contractor	Sub-Contractor	Borrower	C
Form 6100-2	Prime Contractor	Sub-Contractor	EPA, Region 9	D

8. 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.”

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Sources to Identify and Certify DBEs

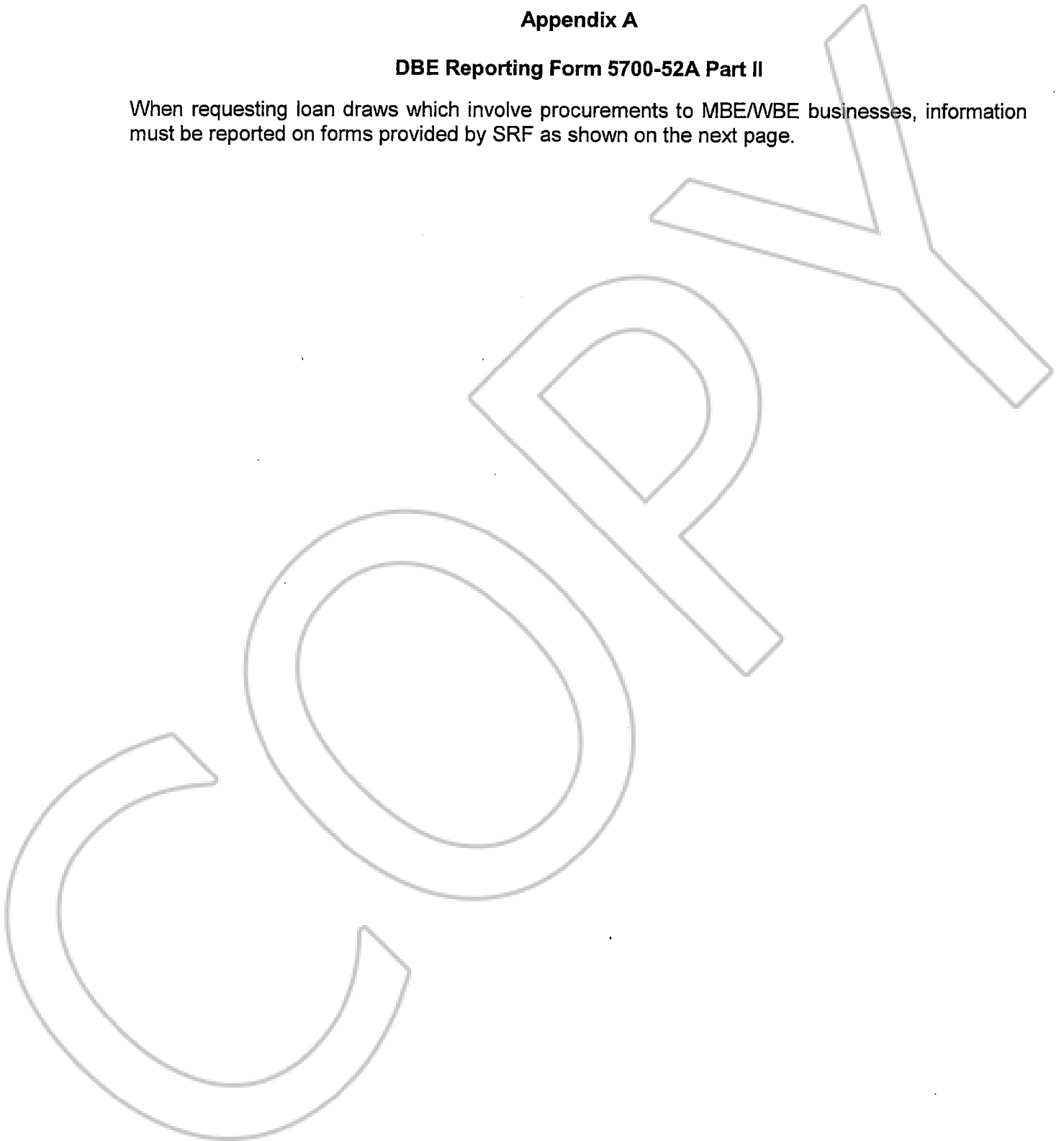
Source	Phone	Website/E-mail
Nevada Department of Transportation Civil Rights Program (DBE assistance and list)	External Civil Rights and Contract Compliance-Nevada Unified Certification Program 800-267-1971	http://nevadadbe.com
Nevada Department of Transportation DBE Program		http://nevadadot.com/nevadaDBE/dbe.aspx
Nevada Governor's Office of Economic Development – Procurement Outreach Program	800-336-1600	http://diversifynevada.com/programs-resources/procurement-outreach
Nevada Small Business Development Center (NSBDC)	800-240-7094 DBE assistance 775-687-9921	http://dbe.nsbdc.org/
Hispanic Business Nevada		http://hispanicbusinessnevada.com/
US Environmental Protection Agency Small Business Program		http://www.epa.gov/osbp/dbe_team.htm
US Small Business Admin. (SBA)		http://www.sba.gov/
Minority Business Development Agency-US Dept. of Commerce		http://www.mbda.gov/

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix A

DBE Reporting Form 5700-52A Part II

When requesting loan draws which involve procurements to MBE/WBE businesses, information must be reported on forms provided by SRF as shown on the next page.



PART II.

MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD
EPA Financial Assistance Agreement Number: _____

1. Procurement Made By			2. Business Enterprise		3. \$ Value of Procurement	4. Date of Procurement MM/DD/YY	5. Type of Product or Service ^a (Enter Code)	6. Name/Address/Phone Number of MBE/WBE Contractor or Vendor
Recipient	Sub-Recipient and/or SRF Loan Recipient	Prime	Minority	Women				

Type of product or service codes:

- 1 = Construction
- 2 = Supplies
- 3 = Services
- 4 = Equipment

Note: Refer to Terms and conditions of your Assistance Agreement to determine the frequency of reporting. Recipients are required to submit MBE/WBE reports to EPA beginning with the Federal fiscal year quarter the recipients receive the award, continuing until the project is completed.

Instructions for Part II:

For each MBE/WBE procurement made under this assistance agreement during the reporting period, provide the following information:

1. Check whether this procurement was made by the recipient, sub-recipient/SRF loan recipient, or the prime contractor.
2. Check either the MBE or WBE column. If a firm is both an MBE and WBE, the recipient may choose to count the entire procurement towards EITHER its MBE or WBE accomplishments. The recipient may also divide the total amount of the procurement (using any ratio it so chooses) and count those divided amounts toward its MBE and WBE accomplishments. If the recipient chooses to divide the procurement amount and count portions toward its MBE and WBE accomplishments, please state the appropriate amounts under the MBE and WBE columns on the form. **The combined MBE and WBE amounts for that MBE/WBE contractor must not exceed the "Value of the Procurement" reported in column #3**
3. Dollar value of procurement.
4. Date of procurement, shown as month, day, year. Date of procurement is defined as the date the contract or procurement was awarded, **not** the date the contractor received payment under the awarded contract or procurement, unless payment occurred on the date of award. **(Where direct purchasing is the procurement method, the date of procurement is the date the purchase was made)**
5. Using codes at the bottom of the form, identify type of product or service acquired through this procurement (e.g., enter 1 if construction, 2 if supplies, etc).
6. Name, address, and telephone number of MBE/WBE firm.
7. Send to SRF.

**This data is requested to comply with provisions mandated by: statute or regulations (40 CFR Part 30, 31, and 33); OMB Circulars; or added by EPA to ensure sound and effective assistance management. Accurate, complete data are required to obtain funding, while no pledge of confidentiality is provided.

The public reporting and recording burden for this collection of information is estimated to average 1 hour per

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

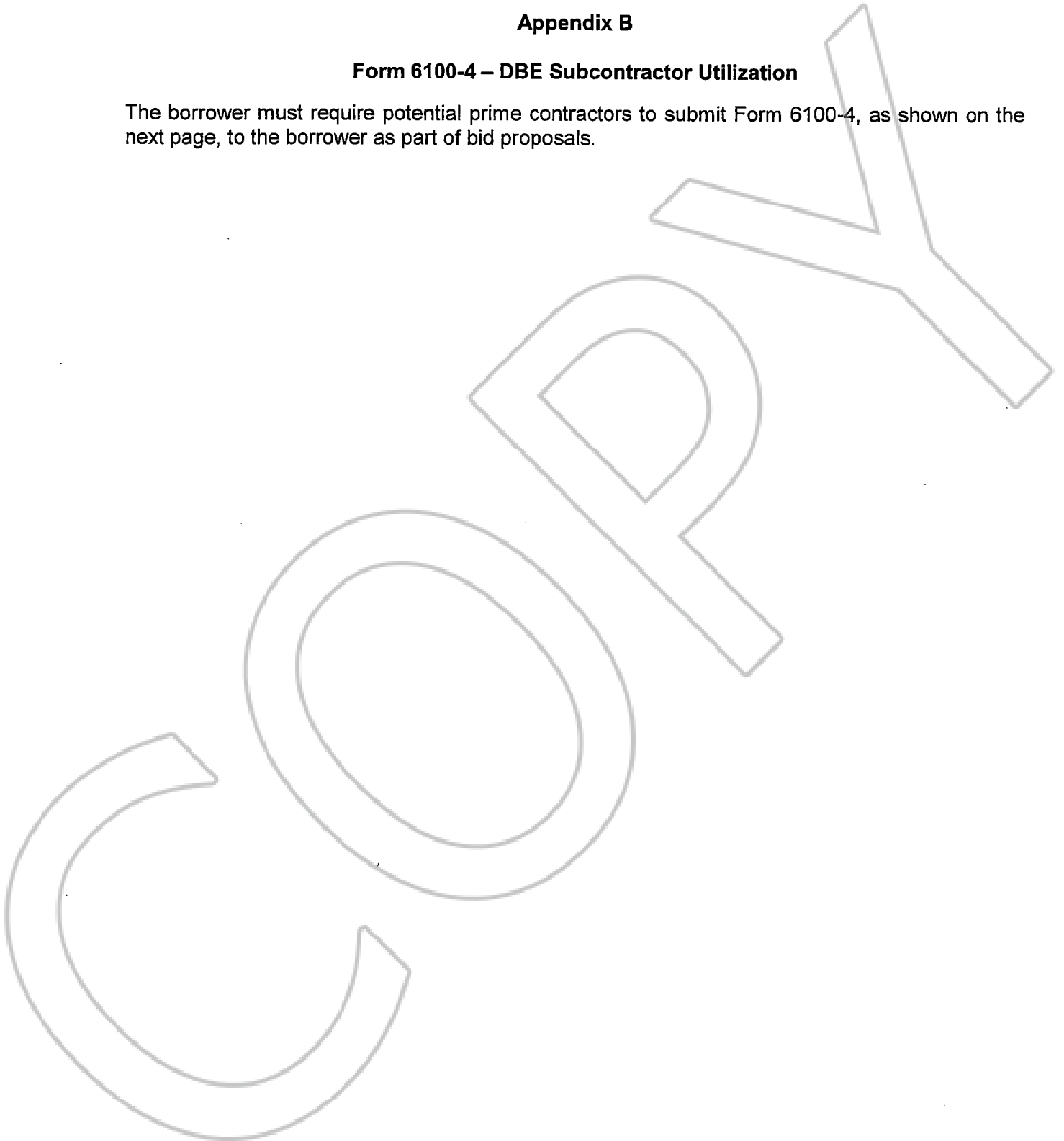
Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, OPPE Regulatory Information Division, U.S. Environmental Protection Agency (2136), 1200 Pennsylvania Avenue, NW, Washington, D.C. 20460. Include the OMB Control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix B

Form 6100-4 – DBE Subcontractor Utilization

The borrower must require potential prime contractors to submit Form 6100-4, as shown on the next page, to the borrower as part of bid proposals.



**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

This form is intended to capture the prime contractor's actual and/or anticipated 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 Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	___ YES	___ NO
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If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications 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.

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

**Disadvantaged Business Enterprise (DBE) Program
 DBE Subcontractor Utilization Form**

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. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

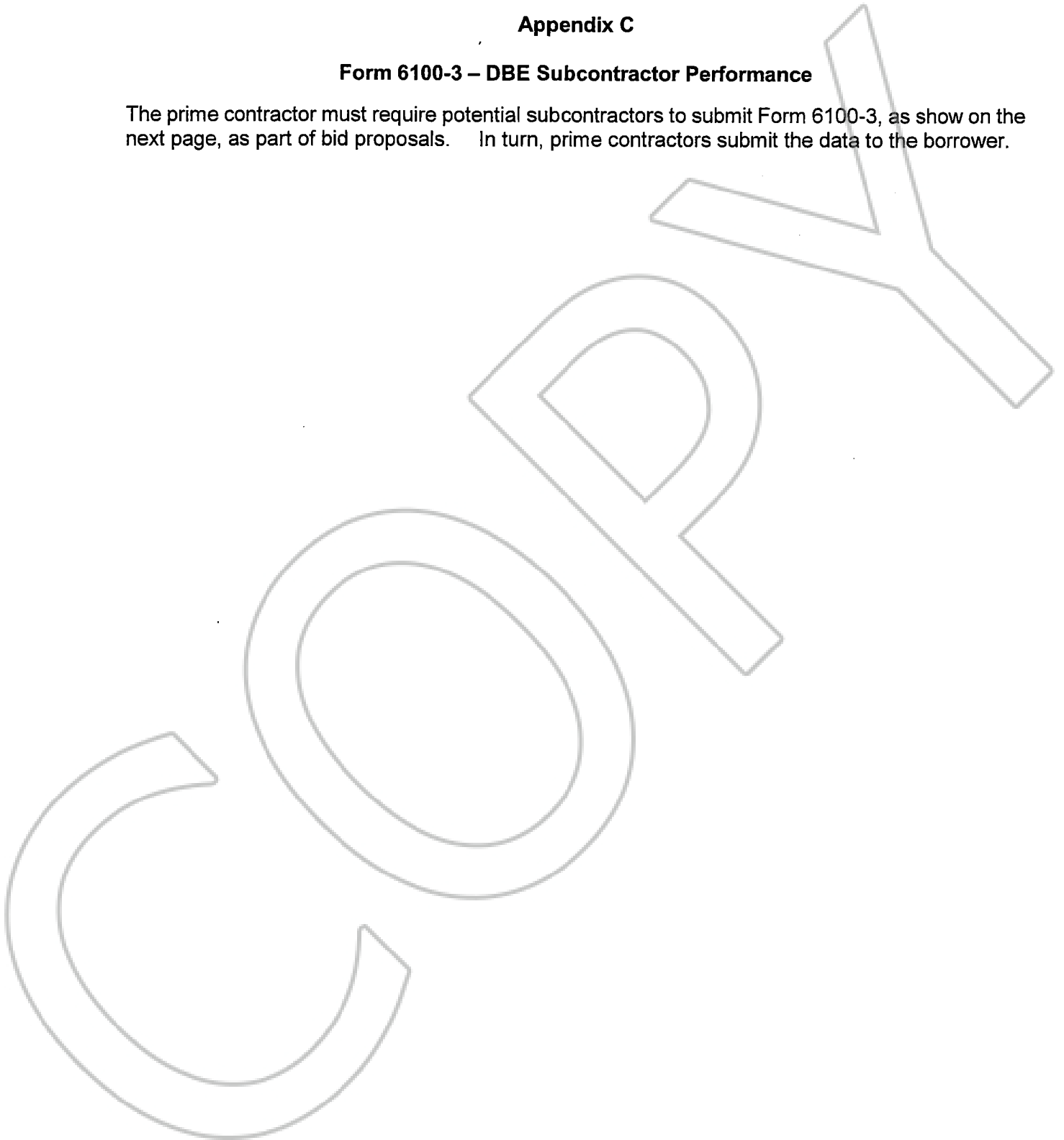
The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix C

Form 6100-3 – DBE Subcontractor Performance

The prime contractor must require potential subcontractors to submit Form 6100-3, as show on the next page, as part of bid proposals. In turn, prime contractors submit the data to the borrower.



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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 contractors bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
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
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications 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.

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

**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Performance Form**

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. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

Prime Contractor Signature	Print Name
Title	Date

Subcontractor Signature	Print Name
Title	Date

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

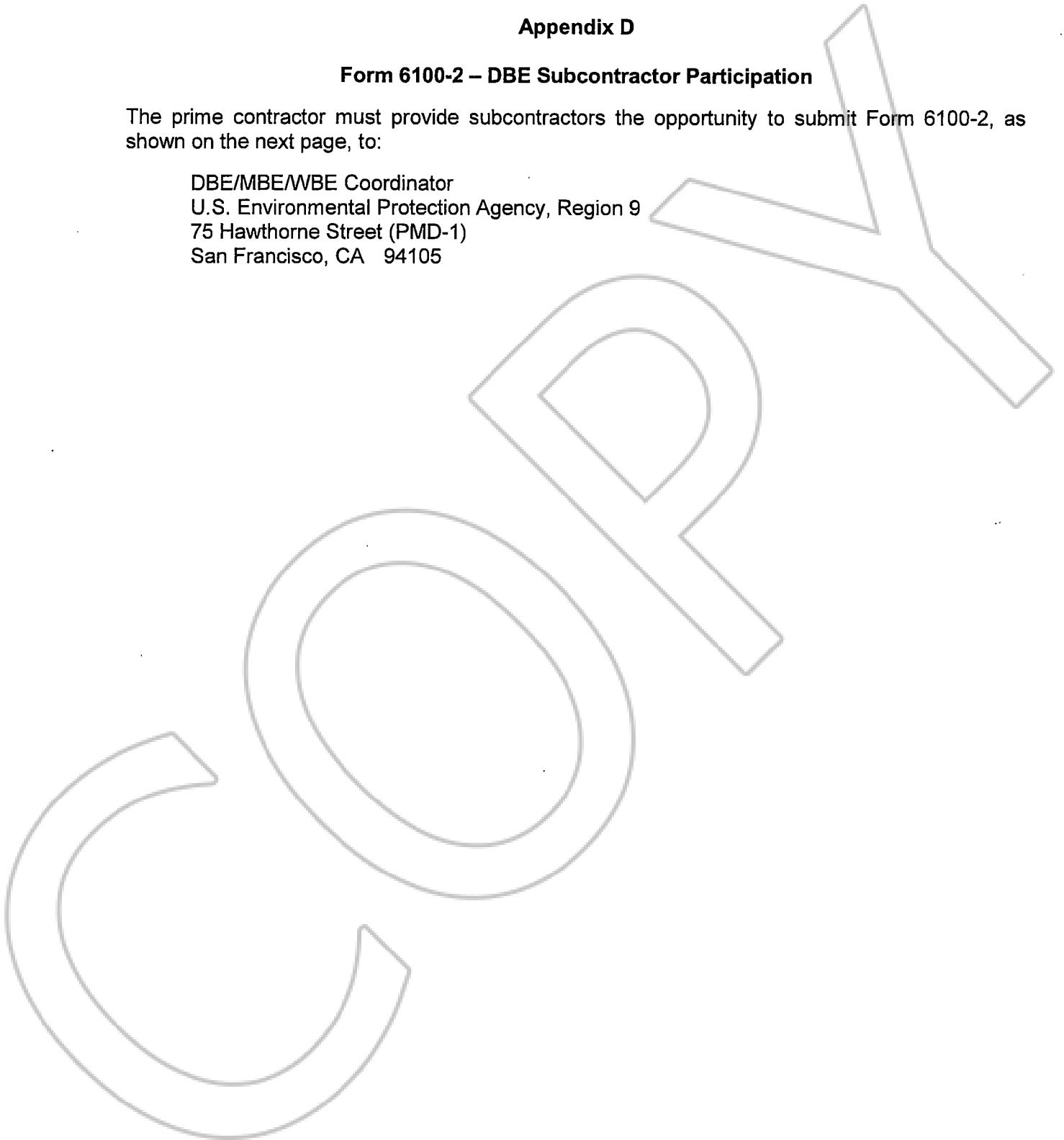
**Disadvantaged Business Enterprise Utilization
Guidance to Borrowers and Prime Contractors**

Appendix D

Form 6100-2 – DBE Subcontractor Participation

The prime contractor must provide subcontractors the opportunity to submit Form 6100-2, as shown on the next page, to:

DBE/MBE/WBE Coordinator
U.S. Environmental Protection Agency, Region 9
75 Hawthorne Street (PMD-1)
San Francisco, CA 94105



**Disadvantaged Business Enterprise (DBE) Program
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services, Equipment or Supplies	Amount Received by Prime Contractor

¹ A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications 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.

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

EXHIBIT G

Environmental Protection Agency (EPA) Grant Requirements

1. Signage

Recipient is required to place a sign at the construction site displaying the EPA logo and stating that the project received funding from the state revolving fund program which is financially supported by the State and the EPA.


The sign must be maintained in good condition throughout the construction period.


Construction sign for **STATE SRF** projects

WHITE BACKGROUND

Panel BLACK lettering

Project Title
Sponsor / Developer Official(s) or Sponsor Address
Architect or Engineer
Contractor

 This project received funding from the State Revolving Loan Fund Program which is financially supported by the State of Nevada and the EPA


United States
Environmental Protection
Agency

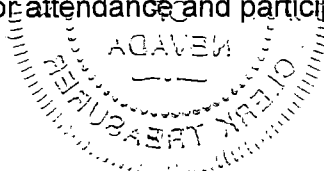
NEVADA DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
Leo Drozdoff, Director

BRIAN SANDOVAL, GOVERNOR

SIGN DIMENSIONS: 1200mm x 2400mm x 19mm (Approx. 4' x 8' x 3/4")
PLYWOOD PANEL (APA RATED A-B GRADE - EXTERIOR)

2. Public or Media Events

Recipient must notify the SRF Office of any public or media events publicizing the accomplishment of significant events related to this construction project at least ten (10) working days in advance. The SRF will notify the EPA Project Officer to provide opportunity for attendance and participation by federal representatives.



COPY

Douglas County

State of Nevada

CERTIFIED COPY

I certify that the document to which this certificate is attached is a full and correct copy of the original record on file in the Clerk-Treasurer's Office on this

28th day of Oct, 2014

By [Signature] Deputy

