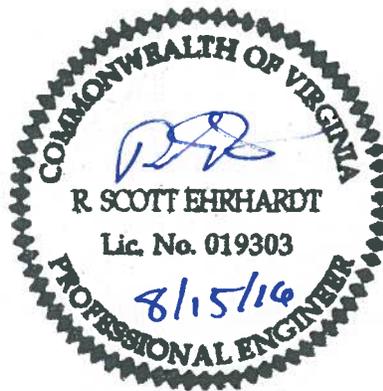


# ADDENDUM # 1

Smith River Interceptor  
Corrugated Metal Pipe Rehabilitation  
Contract I

Martinsville, VA  
August 15, 2016



## **ADDENDUM NO. 1**

**ISSUED August 15, 2016**

**NOTE: The following changes have been made to the project:**

### **Virginia Clean Water Revolving Loan Fund Contract Inserts**

Replace the currently included Virginia Clean Water Revolving Loan Fund Contract Inserts with the attached updated contract inserts.

### **Advertisement**

Update the following:

- A. **Submittal of Responses:** Sealed written responses must be received by **August 26<sup>th</sup>, 2016 at 3:00 p.m.**
- B. Bids will be opened and read aloud on **August 26<sup>th</sup>, 2016 at 3:00 p.m.**

### **Section 015000**

Add Paragraph 2.2.B.2: The City currently has an existing agreement to lease property at the intersection of Rives Rd and Rivermont Heights. This site may be utilized for location of the construction trailer. The existing site may be utilized during the Contract to accommodate contractors performing work on both the Smith River Interceptor Corrugated Metal Pipe Rehabilitation Contracts I and II. Placement of trailers shall be coordinated to allow installation of up to two (2) trailers; one for Contract I and one for Contract II. Site shall not be utilized for staging of materials or construction equipment. Temporary 120v power will be made available to the Contractor by the City utilizing the local service installed on site. Leasing costs for this property shall be paid the City of Martinsville up until final project completion. Any cost incurred by the City for this lease as a result of late project completion shall be borne by the Contractor.

### **Section 312000**

Replace Paragraph 3.16.D.1 with the following:

Trench Backfill: At each compacted initial and final backfill layer, at least one test for every 300 feet (90 m) or less of trench length.

### **Section 329200**

Remove Paragraph 1.5 Quality Assurance in its entirety.

## **Section 333300**

Replace Paragraph 2.2.A.11 with the following:

Manhole interior shall be coated with TNEMEC 435-5022 Perma-Shield H<sub>2</sub>S or Engineering approved coating system. Coating system shall be applied by an applicator certified by the coating system manufacturer approved to apply the coating system in accordance with the Manufacturer's application requirements. Application requirements shall take into account environmental site conditions including temperature, humidity and UV exposure.

## **Sheet C8**

Standard Manhole Frame and Cover Note: revise note to state Manhole Frame and Cover to be Model MH-755 (Domestically Cast) by Capitol Foundry or Engr. Approved Equal.

Watertight Manhole Frame and Cover Note: Manhole Frame and Cover to be Model MH-755WT (Domestically Cast) by Capitol Foundry or Engr. Approved Equal.

Add General Sheet Note: All manhole covers shall include casting of the names "Martinsville" and "Sewer".

Standard Precast Manhole with monolithic Base: Update inner base diameter of all manholes to 72" for 36" ductile iron pipe and 84" for 42" ductile iron pipe.

## **Sheet C12**

Sheet C-12 is currently mislabeled. Sheet should be labeled C11.

## **Wetland Disturbance Clarification (C6)**

Existing wetlands within the project boundaries have been delineated and are shown on sheet C6. An additional exhibit further clarifying limits of wetlands is attached. In addition to the delineated wetlands, stream crossings are clearly defined within the Contract Drawings.

## **Stream Bank Restoration Clarification (C10)**

Two (2) details have been included for stream bank restoration:

- A. Rip-Rap Placement Detail
- B. Biodegradable Erosion Blanket Installation Detail

To clarify, rip-rap placement shall occur in all areas of stream disturbance up to the normal high water level plus 25% surplus laying length; surplus portion being 25% of the overall distance from the toe of the stream bank to the normal high water level. Where

there exists a slope condition immediately above the termination of the rip-rap that exceeds a 3:1 slope, vegetative matting shall be provided to the upper limits of the stream bank or to where slope is less than 3:1.

Further clarification on restoration details are available within the Virginia Erosion and Sedimentation Control Handbook Section 3.22 and 3.23.

**END OF ADDENDUM NO. 1**

**VIRGINIA CLEAN WATER REVOLVING LOAN FUND  
2014 CONTRACT INSERT**

The following document is to be inserted "verbatim" in all construction contracts funded by the Virginia Clean Water Revolving Loan Fund. The contract insert contains ten subparts and nine attachments as follows:

1.        Subpart A - containing the Federal/State Nondiscrimination Provisions for Equal Employment Opportunities applicable to all construction and service contracts.
2.        Subpart B - containing the notice to the prime contractor relative to certification on nonsegregational facilities.
3.        Subpart C - setting forth the affirmative action requirements for the contractors and subcontractors for work involving any construction trade in excess of \$10,000.
4.        Subpart D - containing the Civil Rights Act of 1964.
5.        Subpart E - setting forth requirements of Age Discrimination of 1975, Rehabilitation Act of 1973, and Section 13 of PL 92-500, the Federal Water Pollution Control Act.
6.        Subpart F - setting forth requirements under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act for contracts and subcontracts in excess of \$100,000.
7.        Subpart G - procurement of goods and materials from Small Businesses in Rural Areas of the Commonwealth of Virginia wherever practical and feasible.
8.        Subpart H – provides that a contractor maintains a drug-free workplace or subcontractor during the performance of contract duties for any wastewater revolving loan-assisted project.
9.        Subpart I – requirements of Davis-Bacon Act for contracts and subcontracts in excess of \$2,000, and the Contract Work Hours and Safety Standards Act (OSHA) for contracts and subcontracts in excess of \$100,000.
10.       Subpart J – setting forth requirements to only allow “American Iron and Steel” products to be used on projects funded by the Virginia Clean Water Revolving Loan Fund.

Attachment No. 1 – Instructions to Bidders/Offerers

Attachment No. 2 - Certification regarding EEO compliance

Attachment No. 3 - MBE/WBE Utilization Report

Attachment No. 4 - Wage Determination(s)

Attachment No. 5 – Davis-Bacon Payroll Certification – WHD 347

Attachment No. 6 – American Iron and Steel Initial Certification Statement

Attachment No. 7 - American Iron and Steel Waiver Request

Attachment No. 8 – American Iron and Steel Waiver Request Review Checklist

Attachment No. 9 – American Iron and Steel Final Certification Statement

**SUBPART A**

**EQUAL EMPLOYMENT OPPORTUNITY**

1. Executive Order 11246 (Contracts/subcontracts above \$10,000)

(a) During the performance of this contract, the contractor and all subcontractors agree as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations 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 the other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, 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 11246 of September 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 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering 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 contractors' noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 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 portion of the sentence immediately preceding paragraph (1) and 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 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

**SUBPART B**

**NOTICE TO PRIME CONTRACTOR OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES**

Bidders and offerors are cautioned as follows: By signing this bid or offer, the bidder or offeror will be deemed to have signed and agreed to the provisions of the "Certification of Nonsegregated Facilities" in this solicitation. The certification provides that the bidder or offeror does not maintain or provide for his employees facilities which are segregated on a basis of race, creed, color, or national origin, whether such facilities are segregated by directive or on a de factor basis. The certification also provides that he will not maintain such segregated facilities.

**SUBPART C**

**CONSTRUCTION CONTRACTORS AFFIRMATIVE ACTION REQUIREMENTS**

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

2. The applicable Minority Business Enterprise (MBE)/Women’s Business Enterprise (WBE) “fair share” goals and dollar objectives are established as follows:

	<u>MBE%</u>	<u>WBE%</u>
Construction	5.8	4.0
Equipment	4.1	4.2
Services	3.9	2.6
Supplies	1.5	1.6

3. The MBE/WBE goals set forth in this contract are shown in #2 above. The Contractor shall make every reasonable attempt to achieve the goals as stated. When so notified by the owner, the apparent low bidder shall provide a listing of MBE's and WBE's he proposes to use on this project. Should the bidder fail to meet the aforementioned objectives he shall provide complete documentation which demonstrates the positive efforts made. Failure to satisfy this requirement to the satisfaction of the owner shall constitute a nonresponsible bid and shall be cause for the owner to reject the bid.

4. The contractor shall implement the specific affirmative action steps as provided in Section B included in the Instruction to Bidders/Offerers section of these specifications.

5. The Contractor and all Subcontractors must maintain documentation and records of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Within 21 days of determination of the apparent low bidder, the contractor must furnish to the owner all pertinent documentation, which evidences or documents a good faith effort in MBE/WBE solicitation and projected utilization. Failure to comply with the submission of appropriate MBE/WBE documentation may result in the determination of a bidder as nonresponsible and shall cause the bid to be rejected.

6. Immediately following the award of contracts and continuing through the construction stage, all records of MBE/WBE utilization shall be maintained and reported in accordance with the Virginia Clean Water Revolving Loan Fund MBE/ WBE Utilization Reporting Form. A MBE/WBE Utilization Reporting Form shall be completed and submitted to the owner on a calendar year quarterly basis during the construction period.

**SUBPART D**

**CIVIL RIGHTS ACT OF 1964**

The Contractor and any subcontractors shall not, on the grounds of race, color, or national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination, any person under any program or activity receiving federal financial assistance.

**SUBPART E**

**SECTION 13 of PL 92-500;  
UNDER THE FEDERAL WATER POLLUTION CONTROL ACT;  
REHABILITATION ACT OF 1973; PL 93-112,  
AND AGE DISCRIMINATION ACT OF 1975**

The Contractor and any subcontractors shall not on the grounds of race, color, national origin, or sex, exclude from participation in, deny the benefits of, or subject to discrimination any person under any program or activity funded in whole or in part with Federal funds. Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity.

**SUBPART F**

**COMPLIANCE WITH SECTION 306 OF THE CLEAN AIR ACT  
AND SECTION 508 OF THE CLEAN WATER ACT  
(CONTRACTS AND SUBCONTRACTS IN EXCESS OF \$100,000)**

The Contractor agrees that:

1. Any facility to be utilized in the performance of this contract or any subcontract shall not be a facility listed on the EPA List of Violating Facilities pursuant to 40 CFR 15.20.
2. The Contractor and Subcontractors will comply with all requirements of Section 306 of the Clean Air Act, as amended, and Section 508 of the Clean Water Act, as amended, and all regulations and guidelines issued thereunder.
3. The Contractor will promptly notify the loan recipient and Department of Environmental Quality of any notification received from the Director of the Office of Federal Activities, EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

**SUBPART G**

**UTILIZATION OF SMALL BUSINESSES IN RURAL AREAS**

The contractor and its subcontractors shall maintain a small business solicitation list and make appropriate attempts to procure needed equipment, supplies, and material from small businesses in rural areas of the Commonwealth of Virginia whenever they are a practical source for solicitation.

## SUBPART H

### TITLE 2.2, SECTION 2.2-4312, to CHAPTER 43 RELATING TO THE PROCUREMENT PRACTICES OF ALL PUBLIC BODIES (DRUG-FREE WORKPLACE)

For every contract over \$10,000, the contractor must maintain a drug-free workplace.

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

## SUBPART I

### COMPLIANCE WITH DAVIS-BACON ACT PAYROLL REVIEW

The contractor and its subcontractors shall comply with provisions of the Davis-Bacon Act and Related Acts. Federal minimum wage laws are applicable to all construction contracts in excess of \$2,000. The Davis-Bacon Act stipulates that all laborers and mechanics employed by the contractor or subcontractors on federally assisted projects shall be paid wages at rates not less than those prevailing on similar construction in the area as determined by the Secretary of Labor. The contractor and its subcontractors shall comply with provisions of the Contract Work Hours and Safety Standards Act generally applicable to any contracts in excess of \$100,000. **Wage rates specified in the applicable wage determination (Attachment 4) for this construction trade and geographic area are required as part of this contract. The wage determination(s) must be posted at the site of the work in a prominent and accessible place.** The contractor will also post the Department of Labor poster "Employee Rights under the Davis-Bacon Act" ([www.wagehours.dol.gov](http://www.wagehours.dol.gov)).

The contractor or subcontractor shall insert in any subcontract the clauses included in 29 CFR 5.5 (a) (1) through (12) (Contract Provisions and Related Matters) including the applicable wage rates, and a clause requiring the subcontractor include these clauses in any lower tier subcontract. The prime contractor will be responsible for compliance by any subcontractor or lower tier subcontractor with all contract clauses in 29 CFR 5.5 (see Department of Labor website or a Federal regulations website).

By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm which has an interest in the contractor's firm is disbarred or suspended from bidding or working on a federally funded project. No part of this contract will be subcontracted to any person or firm who has been debarred or suspended from bidding or working on a federally funded project.

Any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage decision if possible. Additional classifications shall be requested from the Department of Labor as specified in 29 CFR 5.5 or as amended (see Department of Labor Website for forms and instructions). Upon issuance of an additional classification, the new wage rate including fringe benefits where appropriate shall be paid to all workers performing the work in the additional classification from the first day on which work is performed in the classification. The Department of Labor shall approve an additional classification and wage rate

and fringe benefits 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.

#### 1) Payroll(s)

All mechanics and laborers employed upon the site of the work will be paid unconditionally and not less than once a week without subsequent deduction or rebate on any account the full amounts of wages and bona fide fringe benefits or cash equivalents thereof except as provided for by Department of Labor regulations issued in accordance with provisions of the Copeland Act. The payment shall be computed at wage rates not less than those contained in the “wage determination” included in these specifications regardless of any contractual relationship alleged to exist between the contractor or its subcontractors and such laborers and mechanics.

Each contractor and subcontractor shall furnish each week, in which any contract work is performed, to the loan recipient (owner) a payroll of wages paid to each of its employees engaged on work during the preceding weekly payroll period. The payroll submitted shall set out accurately and completely all of the information required to be maintained in the Records section below. Each payroll\* submitted shall be accompanied by a Statement of Compliance\* signed by the contractor or subcontractor or his/her agent who pays and supervises the payment of persons employed under the contract and shall certify the following:

- 1) that the payroll for the payroll period contains the information noted above and that such information is true and complete,
- 2) that such laborer or mechanic employed on the contract during the payroll period has been paid the full weekly wage 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 federal regulation(s), and
- 3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

\*DOL WHD Form 347 (Attachment No. 5) is included as an example payroll and certification statement

Laborers and mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the actual time worked therein, provided, that the employee’s payroll records accurately set forth the time spent in each classification in which work is performed.

Whenever the minimum 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 classification or pay another bona fide fringe benefit or an hourly cash equivalent thereof. If the contractor does not make payment 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 may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. Contributions made or cost reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions above as well as regular contributions made or costs incurred for more than a weekly period (but not less 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.

## 2) Records

Payrolls and basic records shall be maintained by the contractor and each subcontractor for a period covering three years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work. Payrolls will include the name; his or her correct classification; hourly rates paid as wages paid including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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 wages of any laborer or mechanic include the amount of 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 the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, **that the plan or program has been communicated in writing to the laborers or mechanics affected**, and records 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.

## 3) Penalties and Withholding

Falsification of a payroll certification 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. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or delegated agent 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 guaranteed of funds.

The contractor or subcontractor shall make the payroll records required available for inspection, copying, or transcription by authorized representatives of the owner, DEQ, EPA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. Failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CR 5.12.

A breach of the these contract clauses or the clauses continued 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.

The governing body, shall upon its own actions or upon written request of an authorized representative of the Department of Labor withhold from the contractor under this contract or any other federal contract with the same prime contractor, or any other 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 and subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or a 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 State or the Department of Labor 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 guaranteed of funds.

## SUBPART J

### AMERICAN IRON AND STEEL REQUIREMENTS

Use of iron and steel products that are produced in the United States (US) is required for this construction. The prime contractor must provide documentation that all iron and steel products which are permanently incorporated as part of the project meet the specification of American Iron and Steel (AIS) per the definitions contained in section “1” below. Production in the US of the iron or steel products requires that all manufacturing processes must take place in the United States, except metallurgical processes involving refinement of steel additives. The prime contractor must certify, section “2” below, that the contractor understands all iron and steel products permanently incorporated as part of the project must satisfy AIS requirements except those waived by EPA (Attachment 6), section “3”, or those included as De Minimis components, section “4”. The prime contractor must submit to the owner AIS certifications for individual components supplied or installed by the prime contractor as well as components supplied or installed by all subcontractors, section “5”. The contractor must include the AIS requirements in any subcontract or purchase agreement made by the prime contractor (Attachment 6) and require subcontractors or suppliers of AIS products to also require their subcontractors or suppliers to include AIS requirements in any subcontracts or purchase agreements they enter into. The owner may refuse payment on any AIS component for which a satisfactory AIS certification has not been submitted.

#### 1. Definition of American Iron and Steel

Iron or steel products mean the following products made primarily (greater than 50% measured by material cost) of iron or steel that are permanently incorporated into the project and are listed below, paragraphs a-d. **Products not listed below do not have to satisfy the AIS requirement.** In addition, iron and steel products used on the construction site temporarily (for example, trench boxes, scaffolding, or equipment used on site which will be removed before completion of the project) are not subject to the AIS requirements.

- a. Lined or unlined pipes or fittings, manhole covers, hydrants, tanks, flanges, pipe clamps and restraints, valves, and reinforced precast concrete. Rebar and wire in reinforced precast products must be produced in the US and the casting of the concrete product must take place in the US. Cement and other raw materials used in production of reinforced precast concrete products do not have to be of domestic origin.
- b. Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings are: access hatches, ballast screen, benches (iron or steel), bollards (excluding any fill material), cast bases, cast iron hinged hatches (square and rectangular), cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes (boot and inlet), drainage grates, frames and curb inlets, inlets, junction boxes, lampposts, manhole covers (rings and frames), risers, meter boxes, service boxes, steel hinged hatches (square and rectangular), steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes (covers and risers).
- c. Structural steel is rolled flanged shapes, having at least one dimension of their cross-section three inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

- d. Construction materials are those articles, materials, or supplies made primarily (greater than 50% materials cost) of iron and steel, that are permanently incorporated into the project, not including mechanical and/or electrical components, equipment and systems (discussed below). Some of these products may overlap with what is also considered “structural steel”. This includes, but is not limited to, the following products: wire rod, bar, angles, concrete reinforcing bar, wire, wire cloth, wire rope and cables, tubing, framing, joists, trusses, fasteners (i.e., nuts and bolts), welding rods, decking, grating, railings, stairs, access ramps, fire escapes, ladders, wall panels, dome structures, roofing, ductwork, surface drains, cable hanging systems, manhole steps, fencing and fence tubing, guardrails, doors, and stationary screens.

Mechanical and electrical components, equipment and systems are not considered construction materials and do not have to meet the AIS requirements. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system. The following examples (including appurtenances necessary for their intended use and operation) are NOT considered construction materials and do not have to meet the AIS requirements: pumps, motors, gear reducers, drives (including variable frequency drives (VFDs)), electric/pneumatic/manual accessories used to operate valves (such as electric valve actuators), mixers, gates, motorized screens (such as traveling screens), blowers/aeration equipment, compressors, meters, sensors, controls and switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, analytical instrumentation, and dewatering equipment.

## 2. Certification(s)

Within no more than 21 days of determination of the apparent low bidder, the selected contractor must submit to the owner the certification included as Attachment No. 6. At the conclusion of the project the contractor must certify with their final payment request that all iron and steel products permanently incorporated into the project satisfy the AIS requirements and no changes or substitutions to the products for which individual certifications were submitted to the owner have been made (Attachment 9).

## 3. EPA Waiver

EPA has sole authority to approve waivers to the AIS provisions. The owner may seek a waiver at any point before, during, or after the bid process if one or a combination of the three conditions below are met. The prime contractor may suggest to the owner waivers not listed in the bid document. The owner has sole discretion to decide whether or not to request a suggested waiver. The waiver request(s) must satisfy one of the following conditions and be approved by EPA:

- a. Iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
- b. Inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent; or
- c. Applying the requirements of Section 436 would be inconsistent with the public interest.

The waiver request must include proper and sufficient documentation to support the request. Attachment No. 7 is a sample Waiver Request Form. A “Review Checklist for Waiver Review” is provided as Attachment No. 8 to assist the owner in preparation of a waiver request. The information outlined therein must be included with the waiver request letter. Upon approval of the waiver request, EPA will notify the owner directly.

#### 4. De Minimis Materials

The EPA has granted a nationwide waiver of the AIS requirements for de minimis incidental components of eligible infrastructure projects. For many of these incidental components, the country of manufacture and the availability of alternatives is not always readily or reasonably identifiable prior to procurement in the normal course of business; for other incidental components, the country of manufacture may be known but the miscellaneous character in conjunction with the low cost, individually and (in total) as typically procured in bulk, mark them as properly incidental. Examples of incidental components could include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube, etc. Examples of items that are clearly not incidental include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures, etc.

Funds used for such de minimis incidental components cumulatively may comprise no more than a total of 5 percent of the total cost of the total materials incorporated into the project; the cost of an individual item may not exceed 1 percent of the total cost of the total materials incorporated into the project. Contractors who wish to use this waiver should determine the costs of all items installed or supplied for the project. The contractor must retain relevant documentation (i.e., invoices) for each of these items in their project files, and must summarize in reports to the owner: the total cost of all materials, the total cost of “incidental” materials, and the calculations by which they determined the percentage of incidental products installed or supplied for the project.

#### 5. Individual Products Certification Documentation

The prime contractor must provide individual certification(s) to the owner for each iron and steel product purchased for incorporation into the project certifying that the product purchased satisfies the AIS requirements. The prime contractor is responsible for gathering all certifications for all products supplied or installed by suppliers and subcontractors, and for submitting these to the owner. As noted above, the contractor must also provide a final certification statement with their final payment request attesting that all American Iron and Steel requirements of this subpart have been met and there have been no changes or substitutions to the products individually certified.

**Minority Business and Women's Business  
Enterprise (MBE/WBE) Requirements of 40 CFR 33.240**

Bidder/Offerer Responsibilities

A. Affirmative Steps: Activities during preparation of bids and offers. Bidders/offerers shall take affirmative steps in compliance with the regulations, prior to submission of bids or closing data for receipt of initial offers, to encourage participation in projects by MBE and WBE firms. Such efforts include:

1. Establish and maintain a current solicitation list of minority and female recruitment sources, and assure MBE and WBE firms are solicited once they are identified.
2. When feasible, segmenting total work requirements to permit maximum MBE/WBE participation and establish delivery schedules to encourage MBE/WBE participation.
3. Assuring that MBE and WBE firms are solicited whenever they are potential sources of goods and services. This step may include:
  - a. Sending letters or making other personal contact with MBE and WBE firms, private agencies and state associations (e.g., whose names appear on lists prepared by EPA or the recipient and other MBE/WBE known to the bidder/offerer). MBE and WBE firms should be contacted when other potential subcontractors are contacted, within reasonable time prior to bid submission or closing date for receipt of initial offers. Those letters or other contacts should communicate the following:
    - (i) Specific description of the work to be contracted;
    - (ii) How and where to obtain a copy of plans and specifications or other detailed information needed to prepare a detailed price quotation;
    - (iii) Date the quotation is due to the bidder/offerer;
    - (iv) Name, address, and phone number of the person in the bidder/offerer's firm whom the prospective MBE/WBE subcontractor should contact for additional information.
  - b. Using the services and assistance of the Small Business Administration and the Office of Minority Business Enterprises of the U.S. Department of Commerce.

B. Bidders/offerers must demonstrate compliance with MBE/WBE requirements to be deemed responsible. Demonstration of compliance may include the following information; however, the recipient may specify other methods of demonstrating compliance:

1. Names, addresses and phone numbers of MBE/WBE firms expected to perform work;
2. Work to be performed by the MBE and WBE firms;
3. Aggregate dollar amount of work to be performed by MBE and WBE firms, showing aggregate to MBE's and aggregate to WBE's separately;

4. Description of contacts to MBE and WBE organizations, agencies and associations which service MBE/WBE firms, including names of organizations, agencies and associations and dates of contacts;
  5. Descriptions of contacts to MBE and WBE firms, including number of contacts, fields (i.e., equipment or material supplier, excavators, transport services, electrical subcontractors, plumbers, etc.) and dates of contacts.
- C. Successful bidders/offerers should take reasonable affirmative steps to subcontract with MBE and WBE firms whenever additional subcontracting opportunities arise during the performance of the contract.

**BIDDER COMPLIANCE STATEMENT/CERTIFICATION REGARDING EQUAL EMPLOYMENT OPPORTUNITY**

Applicability: Bid exceeding ten thousand dollars for construction contract/subcontract of unlimited amount and non-construction contract/subcontract of less than one million dollars.

This statement relates to a proposed contract between \_\_\_\_\_ and Public Body or  
(contractor)

subcontract between \_\_\_\_\_ and \_\_\_\_\_ to be  
(subcontractor) (contractor)

funded under a federally assisted project. Pursuant to Executive Order 11246 and its implementing regulations at 41 CFR 60-1.7(b) (1), as the undersigned bidder, I certify that:

- 1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.  
Yes                      No
- 2) Bidder has developed and has on file at each establishment affirmative action programs pursuant to 41 CFR 60-2 (applies only to non-construction contractor).  
Yes                      No
- 3) Bidder has filed with the Joint Reporting Committee, the Director (Office of Federal Contract Compliance Programs, U.S. Department of Labor), and agency, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements.  
Yes                      No

I understand that if I have failed to file any compliance reports which have been required of me, or have failed to develop and have on file at each establishment affirmative action programs pursuant to 41 CFR 60-2, when required, I am not eligible to have my bid or proposal considered, or to enter into the proposed contact.

I further understand that if awarded the proposed contract, and the contract for the FIRST time brings me under the filing requirements or the written affirmative action programs that I will, as applicable: (a) within 30 days file with the Public Body Standard Form 100 (EEO-1); and (b) within 120 days from the commencement of the contract develop and submit to the Director of OFCCP for approval a Written Affirmative Action Plan.

NAME AND ADDRESS OF BIDDER (Include ZIP Code):

NAME AND TITLE OF SIGNER (Please Type or Print):

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**VIRGINIA CLEAN WATER REVOLVING LOAN FUND**

**PART I - MBE/WBE UTILIZATION REPORTING**

**Send completed form to: Department of Environmental Quality  
Clean Water Financing and Assistance Program  
P.O. Box 1105, Richmond, Virginia 23218.**

**Reporting contact is Ken Savko: phone number is (804) 698-4141 - [kenneth.savko@deq.virginia.gov](mailto:kenneth.savko@deq.virginia.gov)  
Fax Number (804) -698-4032**

Year 20\_\_

**Reporting Quarter: (check one)**

1st (Oct.-Dec.) \_\_\_\_  
3rd (Apr.-Jun.) \_\_\_\_

2nd (Jan.-Mar.) \_\_\_\_  
4th (Jul.-Sept.) \_\_\_\_

**Name of Loan Recipient:**

**VCWRLF Loan Recipient Project No.: C-515 \_\_\_\_\_**

Prime Contractor:

Contract Number:

**Date for Start of Construction:**

Is the Prime Contractor an MBE or WBE?                      Yes                      No

Have you subcontracted with an MBE or WBE firm in this quarter?  
  
   Yes                      No

**Please sign and date below.**

And, if you answered yes to subcontracting with an MBE or WBE firm please provide information on Part II.

\_\_\_\_\_  
**Contractor's Signature (or Recipient's signature if prime contractor is MBE\WBE firm)**

\_\_\_\_\_  
**Date    Fax Number    Email Address**

If an MBE/WBE subcontract is rescinded, please give name of firm, date of rescission and amount of rescission.

\_\_\_\_\_  
\_\_\_\_\_



Insert  
**Wage Determination(s)**

General Decision Number: VA160025 01/08/2016 VA25

Superseded General Decision Number: VA20150025

State: Virginia

Construction Types: Heavy (Heavy and Sewer and Water Line)

Counties: Bland, Carroll, Dickenson, Floyd, Galax\*, Grayson, Henry, Lee, Martinsville\*, Norton\*, Russell, Wise and Wythe Counties in Virginia.

\*INDEPENDENT CITIES

HEAVY CONSTRUCTION PROJECTS (Including Sewer and Water Lines)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Davis-Bacon Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/08/2016

SUVA2010-026 09/01/2010

	Rates	Fringes
CARPENTER.....	\$ 9.00	0.84
CEMENT MASON/CONCRETE FINISHER...	\$ 11.00	1.02
ELECTRICIAN.....	\$ 15.55	2.37
LABORERS		
Common or General.....	\$ 7.64	0.51
Flagger.....	\$ 7.25	
Pipelayer.....	\$ 7.89	
POWER EQUIPMENT OPERATOR:		
Backhoe.....	\$ 10.97	0.72
Bulldozer.....	\$ 18.00	
Crane.....	\$ 20.63	7.28
Excavator.....	\$ 11.36	1.09
Loader.....	\$ 12.79	1.17

TRUCK DRIVER

Dump Truck.....	\$ 10.61	1.03
Off the Road Truck.....	\$ 16.50	

-----  
WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
=====

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).  
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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and

non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION



(For Contractor's Optional Use; See Instructions at [www.dol.gov/esa/whd/forms/wh347instr.htm](http://www.dol.gov/esa/whd/forms/wh347instr.htm))

**U.S. Department of Labor**  
Employment Standards Administration Wage and Hour Division

**PAYROLL**

PAYROLL NO. \_\_\_\_\_ LOCATION \_\_\_\_\_ FOR WEEK ENDING \_\_\_\_\_ CONTRACT NO. \_\_\_\_\_

NAME OF CONTRACTOR \_\_\_\_\_ OR SUBCONTRACTOR \_\_\_\_\_ ADDRESS \_\_\_\_\_ PROJECT \_\_\_\_\_

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	OT. OR ST.	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY										FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

**Public Burden Statement**

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210



**AMERICAN IRON AND STEEL (AIS) CERTIFICATION STATEMENT**

Upon execution of this certification, the selected Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Virginia that it understands the goods and services under this Agreement are being funded with monies made available by the Virginia Clean Water State Revolving Loan Fund and that statutory requirements require that all of the iron and steel products used in the project must be produced in the United States in accordance with “Subpart J – American Iron and Steel Requirements” of these inserts . The Contractor hereby represents and warrants to and for the benefit of the Owner and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved or the product is incidental as described the De Minimis section of Subpart J, (c) the Contractor will provide verified information, product certifications, or assurance of compliance with this paragraph as requested by the Owner, and (d) information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Owner or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or State to recover damages from the Contractor for any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Owner).

This statement relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(owner) (contractor)

in conjunction with \_\_\_\_\_ to be funded with monies made available by the Virginia Clean Water Revolving Loan Fund.  
(project name)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

**AMERICAN IRON AND STEEL (AIS) WAIVER REQUEST**

A waiver from the American Iron and Steel (AIS) requirements of the Consolidated Appropriations Act of 2014 (CAA) is requested for the following reason(s):

- \_\_\_\_\_ (1) Applying the American Iron and Steel (AIS) requirements of the CAA would be inconsistent with the public interest;
- \_\_\_\_\_ (2) Iron, steel, and relevant manufactured goods 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 on the United States will increase cost of the overall project by more than 25%.

Relevant documentation to this request is enclosed. No materials will be installed prior to approval of this waiver request by EPA.

\_\_\_\_\_ Additional sheets attached

This waiver request relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(contractor) (owner)

in conjunction with \_\_\_\_\_ to be funded with monies made available by the Virginia Clean Water Revolving Loan  
(project name)  
Fund.

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

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

**Review Checklist for Waiver Request**

Review Items	Yes	Comments
<ul style="list-style-type: none"> <li>• Waiver request includes the following information:                             <ul style="list-style-type: none"> <li>– Description of the foreign and domestic construction materials</li> <li>– Unit of measure</li> <li>– Quantity</li> <li>– Price</li> <li>– Time of delivery or availability</li> <li>– Location of the construction project</li> <li>– Name and address of the proposed supplier</li> <li>– A detailed justification for the use of foreign construction materials</li> </ul> </li> <li>• Waiver request was submitted according to the State’s instructions to SRF assistance recipients</li> <li>• Assistance recipient (owner) made a good faith effort to solicit bids for domestic iron and steel products, as demonstrated by language in requests for proposals, contracts, and communications with the prime contractor</li> </ul>		
<p>Cost Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following information:                             <ul style="list-style-type: none"> <li>– Comparison of overall cost of project with domestic iron and steel products to overall cost of project with foreign iron and steel products (Price Comparison Worksheet - Page 2).</li> <li>– Relevant excerpts from the bid documents used by the prime contractor to complete the Price Comparison Worksheet</li> <li>– Supporting documentation indicating that the contractor made a reasonable survey of the market, such as a description of the process for identifying suppliers and a list of contacted suppliers</li> </ul> </li> </ul>		
<p>Availability Waiver Requests</p> <ul style="list-style-type: none"> <li>• Waiver request includes the following supporting documentation necessary to demonstrate the availability, quantity, and/or quality of the materials for which the waiver is requested:                             <ul style="list-style-type: none"> <li>– Supplier information or pricing information from a reasonable number of domestic suppliers indicating availability/delivery date for construction materials</li> <li>– Documentation of the assistance recipient’s (owner’s) efforts to find available domestic sources, such as a description of the process for identifying suppliers and a list of contacted suppliers.</li> <li>– Project schedule</li> <li>– Relevant excerpts from project plans, specifications, and permits indicating the required quantity and quality of construction materials</li> </ul> </li> <li>• Waiver request includes a statement from the prime contractor confirming the non-availability of the domestic construction materials for which the waiver is sought</li> <li>• Has the State received other waiver requests for the materials described in this waiver request, for comparable projects?</li> </ul>		

**American Iron and Steel (AIS) Price Comparison Worksheet**

Instructions: To be completed by the prime contractor. In column (a), enter all iron and steel products required to build the project as designed. In column (b) enter the cost estimate for each component as supplied by domestic sources. In column (c) enter the cost estimate for each component for which waivers are requested, as supplied by foreign sources.

(a) Iron and Steel Product	Unit of Measure	Quantity	(b) Price – Domestic Material*	(c) Price – Foreign Material*
			(d) Total Domestic Project Cost:	(e) Total Foreign Project Cost:

\*Include all delivery costs to the construction site

**AMERICAN IRON AND STEEL (AIS) FINAL CERTIFICATION STATEMENT**

Upon execution of this certification the Contractor hereby certifies that all of the iron and steel products used in this project were produced in the United States except those for which an appropriate waiver(s) has been approved by the U.S. Environmental Protection Agency, and that no changes or substitutions to the individual certifications provided by the contractor have been made.

This statement relates to a proposed contract between \_\_\_\_\_ and \_\_\_\_\_  
(owner) (contractor)

in conjunction with \_\_\_\_\_ funded with monies made available by the Virginia Clean  
(project name)

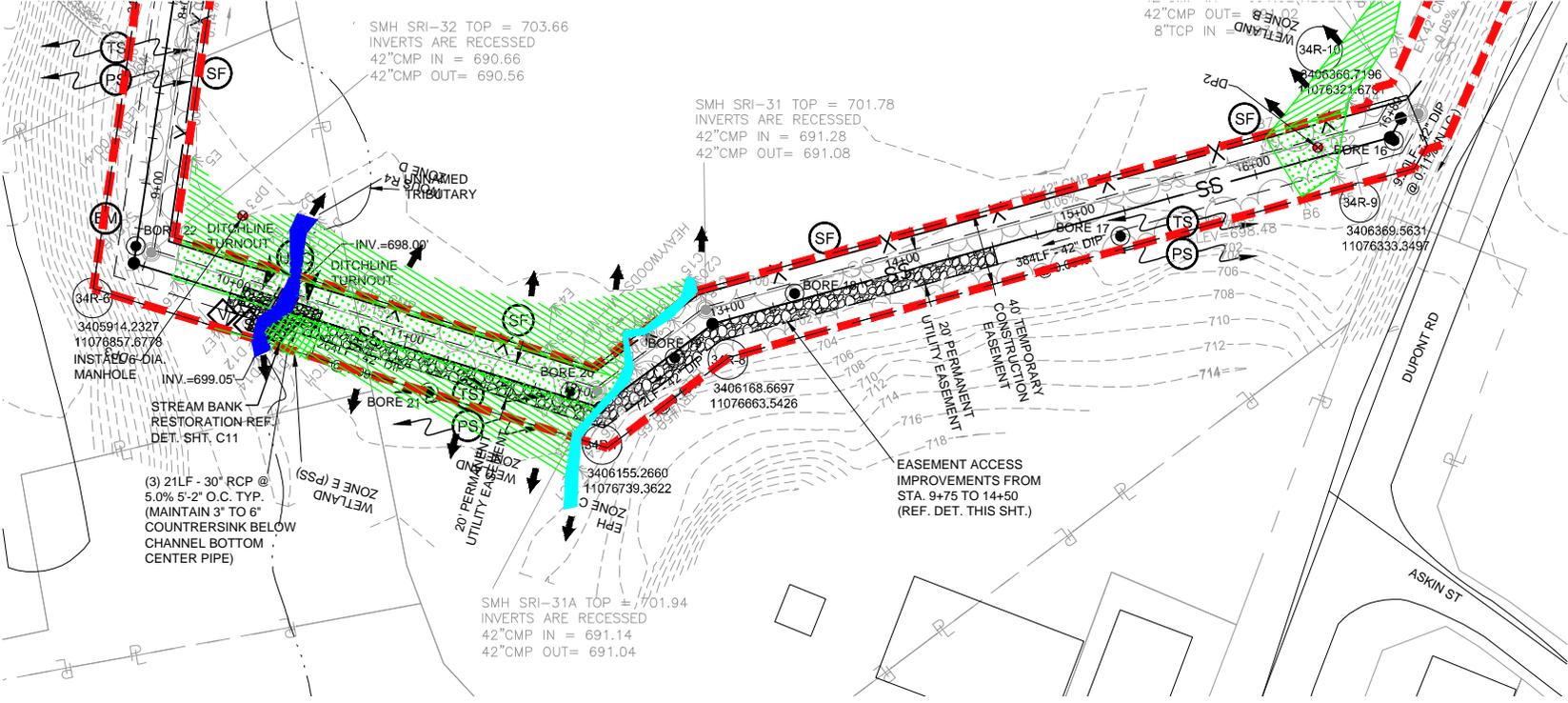
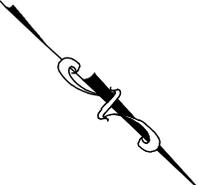
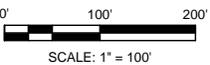
Water Revolving Loan Fund.

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

\_\_\_\_\_  
Name and Title of Signer (Please type or print)

LEGEND	
	LIMITS OF INVESTIGATION
	EX. CONTOURS (CI = 2')
	PALUSTRINE EMERGENT WETLAND (PEM)
	PALUSTRINE SCRUB-SHRUB WETLAND (PSS)
	PALUSTRINE FORESTED WETLAND (PFO)
	PALUSTRINE OPEN WATER WETLAND (POW)
	PERENNIAL WOUS (R3)
	INTERMITTENT WOUS (R4)
	EPHEMERAL CHANNEL (EPH)
	DATAPOINT
	CONTINUES BEYOND FLAGGING

- GENERAL NOTES:**
1. CONTRACTOR SHALL FIELD VERIFY VERTICALLY AND HORIZONTALLY EXISTING 36" CMP SANITARY SEWER.
  2. CONTRACTOR SHALL EXALT ALL MEASURES TO PREVENT DISTURBANCE OF EXISTING 36" SANITARY SEWER.
  3. TIE-IN TO THE EXISTING SANITARY SEWER WILL NOT BE PART OF THIS CONTRACT.
  4. INSTALL BLANKET MATTING ON ALL DISTURBED DITCHLINES STEEPER THAN 2.00% SLOPE. ALL DISTURBED AREAS ARE TO BE MULCHED AND SEEDED PER THE SPECIFICATIONS WITHIN 7 DAYS OF ACHIEVING FINAL GRADES.
  5. REFRAIN FROM DISTURBING ALL WETLANDS AND STREAMS UNLESS OTHERWISE DIRECTED ON THE PLAN. IF CONTRACTOR DOES DISTURB WETLANDS, THEY MUST BE RESTORED TO ORIGINAL CONTOUR, AND ALL EXCESS EXCAVATED MATERIAL MUST BE COMPLETELY REMOVED FROM THE WETLANDS. (REF. NATIONWIDE 12 PERMIT FOR ALL REGULATIONS REGARDING WETLANDS FOR THIS PROJECT.)
  6. THE LIMITS OF DISTURBANCE IS LOCATED WITHIN THE EXISTING 40' TEMPORARY UTILITY EASEMENT.



SHEET NO.

**WI-1**

Wetland Impact  
Contract 1

PROJECT  
Smith River Interceptor  
CMP Rehabilitation

TITLE

DATE  
4/27/16

PROJ. NO.  
50078733

**Dewberry**<sup>®</sup>  
Dewberry Engineers Inc.

551 Pinyon Forest Road  
Millsboro, DE 19966  
Phone: 434.797.4497  
Fax: 434.797.4341

