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5. DTPW does not accept facsimile or electronic bid responses of any kind. All bids must be submitted in writing, on the forms provided by the County, to the address designated in the bid package. It is the bidder's responsibility to ensure that their submittals are received at the designated location, complete and on time. Bids received after the due date will be rejected, even if the solicitation is still appearing on this site.
6. These documents shall not be altered in any manner. Utilization or viewing of these electronic documents shall constitute implicit acknowledgement and acceptance of these provisions. Failure to comply with these provisions may result in rejection of your bid.



Drainage Improvements Multiple Sites

Volume 2 of 2

Miami-Dade County

Supplemental Solicitation
and
Contract Documents

Small Business Enterprise Construction Program (SBE-CONST.):

Not Applicable

Community Workforce Program:

N/A

DTPW Capital Improvements Engineer:

Elva Rosa Reyes

RPQ Issue Date:

July 30, 2026

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SPECIAL PROVISIONS

SPECIAL PROVISIONS

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1. GENERAL REQUIREMENTS

1.01 MISCELLANEOUS CONSTRUCTION CONTRACTS (MCC) PLAN. GENERAL TERMS AND CONDITIONS AND SPECIAL CONDITIONS

- A. Division 01 (General Requirements) of the DTPW Specifications amends the MCC Plan, and other provisions of the Contract Documents. All requirements of the MCC Plan, Resolution and amendments', or portions thereof, which are not specifically modified, deleted, or superseded by Division 01, remain in full effect. In the event a conflict between these two complementary portions of the Contract Documents occurs, Division 1 will prevail and Engineer will provide clarification and final determination. These Special Provisions also amend, complement, modify or delete items from the DTPW Construction Specifications of these Solicitation and Contract Documents.

1.02 SCOPE OF WORK

- A. Work under this Contract includes furnishing of all supervision, labor, materials, tools, equipment and performing all operations required to construct the Work in accordance with the Contract Documents.
- B. Work includes but is not limited to the construction and installation of drainage structures, French drains, miscellaneous drainage improvements, driveway restoration, grading, sodding, and miscellaneous roadway restoration including construction of concrete curb and gutters, and sidewalks where needed in accordance with the construction plans and specifications.
- C. If any changes are required due to conflict of design and or field conditions, the Engineer will make the final determination.
- D. Contractor and all subcontractors, under this Contract, are prohibited from performing any work, other than specified in the Contract and/or directed by the Engineer, within the limits of the project site, without prior written notification to the Engineer. This includes any work for private or commercial entities.

1.03 LOCATION OF WORK

- A. This is a work order driven contract. The locations of work to be performed under the terms of this Contract have been tentatively listed as follows:
 - 1. NW N. River Drive and NW 24 Street.
 - 2. SW 216 Street from Old Cutler Rd to SW 97 Avenue.
- B. The County may update the sites above subsequent to the Award of this Contract by adding, deleting, or substituting with comparable sites. Work orders will identify the location, description and amount of work to be accomplished. The combined total cost for all work authorized by the Work Order(s) shall not exceed the Contract Award amount.

1.04 PLANS

- A. Engineering Drawings titled 1) Phase I - SW 216 Street from Old Cutler Rd. to SW 97 Avenue, (Project #20210237) and NW N. River Dr. and NW 24th Street, (Project #20220006, Miami Dade County, Department of Transportation and Public Works, Highway Division, are included with these Contract Documents. Additional standard details are available in the Miami-Dade County Public Works Manual and the latest edition of the Florida Department of Transportation's Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System.
- B. The County through its Engineer shall have the right to modify the details and/or sketches, to supplement the sketches with additional plans and/or with additional information as work proceeds; all of which shall be considered as plans accompanying these Specifications herein generally referred to as the "Plans." In case of disagreement between the Plans and Specifications, the Engineer shall make a final determination as to which shall govern.

1.05 TIME FOR COMPLETION

- A. This is a Work order driven Contract. The total Contract duration is 300 days. Perform each work order fully, entirely, and in accordance with the Contract Documents within the Contract Time specified in each Work Order. Time commences to run once the first Work Order is issued. Each work order is subject to the requirements of Subarticle 1.06, F, 4, Additional Requirements for work order contracts and Subarticle 1.06 J, Liquidated Damages of the General Requirements (Division 1). And as expanded under Article 1.12, Liquidated Damages, of the Supplementary Conditions.
- B. The effective date of the "Notice to Proceed" will be established during the Preconstruction Conference which is held shortly after the Award of Contract and which is attended by members of Department of Transportation and Public Works, the Contractor, representatives of utility companies, and others affected by the Work. The effective date shall be set as a date no later than 30 calendar days after the date of execution of the Contract Documents, unless a later date acceptable to both parties is agreed upon in writing.

2. GENERAL CONSTRUCTION

2.01 FIELD OFFICE

- A. A local field office is not required; however, the Contractor will be required to provide the Engineer with a local (Miami-Dade County) telephone or cellular number, where the Contractor may be contacted 24 hours a day, 7 days a week during the period for which the Contract is in force.

2.02 MOBILIZATION (ARTICLE 101)

- A. DTPW Construction Specification, Page 1, Article 101-B.2.b - "Payment will be made under...."; is deleted in its entirety and replaced with the following:
 - 1. No item for "Mobilization" has been provided in the Bid Form of the Proposal; however, the Contractor will be entitled to collect a Mobilization fee of \$500 per Work Order. This amount will be paid from a dedicated allowance established by the County.

2.03 MAINTENANCE OF TRAFFIC (ARTICLE 102)

- A. Delete DTPW Construction Specification, Page 8, Article 102-K.1 and replace it with the following:
 - 1. Method of Measurement.
 - a. Work under MOT will be compensated at, but not to exceed, 2 percent of each invoice from an appropriate dedicated allowance. The total compensation under this item shall not exceed 2 percent of the Contract Subtotal Amount. Payment shall be full compensation for all work and costs specified under this Section including furnishing, installing, operating, maintaining and removing all required traffic control devices, signs, warning devices, barriers and other MOT devices or requirements not specifically covered for payment under the MOT items listed below. Such price and payment shall constitute full compensation for furnishing (including hardware, lights and posts if required), installing, relocating, maintaining, and removing of temporary traffic control devices.

2.04 PERMITS

- A. Expand Article 1.05C of the General Requirements as follows:
 - 1. The Contractor is responsible for complying with all the requirements under the Permits. Refer to Appendix "B" to Special Provisions of the Contract Documents.

2.05 U.S. ENVIRONMENTAL PROTECTION AGENCY – GRANT AGREEMENT – NO. 03D35125

- A. The contractor is responsible for complying with all Terms and Conditions of the Grant Agreement Number 03D35125 under Appendix "C" to Special Provisions of the Contract Documents, Volume 2 of 2.

2.06 U.S. ENVIRONMENTAL PROTECTION AGENCY – GRANT AGREEMENT – NO. 03D35425

- A. The contractor is responsible for complying with all Terms and Conditions of the Grant Agreement Number 03D35425 under Appendix “D” to Special Provisions of the Contract Documents, Volume 2 of 2.

2.07 EPA’S FINANCIAL ASSISTANCE INFRASTRUCTURE PROGRAMS BUILD AMERICA, BUY AMERICA (BABA)

- A. The contractor is responsible for complying with all requirements under Appendix “E” to Special Provisions of the Contract Documents, Volume 2 of 2.

2.08 DAVIS-BACON AND RELATED ACTS (DBRA) REQUIREMENTS FOR CONTRACTORS & SUBCONTRACTORS UNDER EPA GRANTS

- A. The contractor is responsible for complying with all requirements under Appendix “F” to Special Provisions of the Contract Documents, Volume 2 of 2.

2.09 BEST PRACTICES GUIDE FOR PROCUREMENT SERVICES UNDER EPA ASSISTANCE AGREEMENTS

- A. The contractor is responsible for complying with all requirements under Appendix “G” to Special Provisions of the Contract Documents, Volume 2 of 2.

2.10 DBE PROVISIONS

- A. Refer to Appendix A to Part 33, linked to:

<https://www.ecfr.gov/current/title-40/chapter-I/subchapter-B/part-33>

2.11 FEDERAL CONTRACT PROVISIONS

- A. Refer to Appendix II of 2 CFR, linked to:

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200/appendix-Appendix%20II%20to%20Part%20200>

APPENDIX "A" TO SPECIAL PROVISIONS
AUTHORIZATION AGREEMENT FOR AUTOMATIC DEPOSIT



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

We hereby authorize the Finance Department to initiate credit entries and, if necessary, a debit entry in order to reverse a credit entry made in error in accordance with NACHA rules.

Original form must be received before we can process your request for ACH deposits. Please refer to page 2 for instructions. Processing of the form is approximately 15 days from receipt of completed original form. This authority is to remain in effect until revoked in writing and received by the Finance Department. Account changes must be reported at a minimum **fifteen (15) days prior to actual change**.

Section 1 (TO BE COMPLETED BY VENDOR) - ALL FIELDS ARE REQUIRED

TRANSACTION TYPE:

New ☐

Change ☐

Terminate ☐

FEDERAL IDENTIFICATION NUMBER

--	--	--	--	--	--	--	--	--	--

(AS PER CURRENT W-9)

--	--

(FOR INTERNAL USE ONLY)

VENDOR NAME :

DBA (DOING BUSINESS AS) :

TELEPHONE NUMBER :

FISCAL OFFICER NAME AND TITLE :

FISCAL OFFICER'S EMAIL :

ACH NOTIFICATION EMAIL:

(This is the email where payment information will be sent)

ROUTING NUMBER

--	--	--	--	--	--	--	--	--	--

--	--

(FOR INTERNAL USE ONLY)

VENDOR'S BANK ACCOUNT NUMBER

--	--	--	--	--	--	--	--	--	--

TYPE OF ACCOUNT

Checking ☐

Savings ☐

AUTHORIZED SIGNATURE

DATE :

PRINTED NAME

A VOIDED CHECK OR REDACTED COPY OF A BANK STATEMENT FOR THE ACCOUNT LISTED ABOVE MUST BE PROVIDED. PLEASE REFER TO INSTRUCTIONS FOR OUR MAILING ADDRESS. SUBMISSION OF YOUR E-MAIL ADDRESS IS MANDATORY IN ORDER TO PARTICIPATE IN THIS PAYMENT OPTION.

Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

FINANCIAL INSTITUTION NAME:

ADDRESS:

BANK OFFICIAL NAME (PRINTED) AND TITLE :

TELEPHONE NUMBER :

EMPLOYEE ID NO. :

EMAIL :

☐ I have verified that the account and routing number provided above is correct and corresponds to vendor noted above.

☐ I have also verified that the person signing is an authorized signer on the account specified.

SIGNATURE

DATE :

Section 3 (TO BE COMPLETED BY MIAMI-DADE FINANCE DEPARTMENT)

Accounts Payable Verifications

Corp. Officer Name :

Verified by:

A/P Staff:

Corp. Officer Title :

Date:

Bank Officer:

A/P Supervisor:

Date:

Cash Management

Routing # verified by :

Date:

Verified by :

Verification Date:

Input/Output

ACH Indicator updated by :

Date of Update :

Verified by :

Verification Date:



ACH AUTHORIZATION AGREEMENT FOR AUTOMATIC DIRECT DEPOSIT OF MIAMI-DADE COUNTY WARRANTS

INSTRUCTIONS

Please contact us at (305) 375-5111 or email at FIN-ACHN@miamidade.gov if you have any questions or need assistance with this form.

You may obtain blank copies of this form at : http://www.miamidade.gov/finance/library/ach_form.pdf

At our Vendor Payment Inquiry (VPI) website you can obtain payment information as well as status of invoices, payment due date and other important information. You can reach the VPI site at :

<https://w85exp.miamidade.gov/VInvoice/login.do>

Section 1

Transaction Type

- New : If vendor is currently not on ACH deposits with Miami-Dade County.
- Change : If vendor is currently on ACH deposits with Miami-Dade County and would like to make changes to their information (example : change of financial institution, account number, etc.)
- Terminate : If vendor is currently on ACH deposits with Miami-Dade County and would like to switch to either Check or AP Control disbursement type)

Federal Identification Number : Enter your Federal Employer Identification Number (FEIN) or Social Security Number (SSN) used to register you as a vendor with Miami-Dade County. Name and FEIN/SS must be exactly as provided on IRS Form W-9.

Vendor Name : Enter the name of your business or individual name used to register you as a vendor with Miami-Dade County.

DBA (Doing Business As) : If you have registered a DBA for your business or for you as an individual, please enter it here.

Fiscal Officer Name, Title and E-Mail : Name of Authorized Corporate officer, Title and E-Mail address to be contacted to. Corporate officer signing this form must be an authorized signatory in the corporate bank account listed on this form.

ACH Notification E-Mail : This is the E-Mail address where payment information will be sent to.

Section 2

This section must be completed in full and legible manner by your banking institution in order to prevent delays in processing change to ACH. Both acknowledgment statements must be checked off by Bank Official signing and dating the form.

Section 3

This section will be completed by Miami-Dade County Finance Department.

ORIGINAL FORM AND VOIDED CHECK OR REDACTED STATEMENT MUST BE MAILED TO :

Accounts Payable Manager

Miami-Dade County Finance Department
111 NW First Street, Suite 2620
Miami, Florida 33128

Terms and Conditions

Completed form should not contain any changes (scratched off /white out) or altered information; otherwise, form will not be accepted.

Processing time is approximately fifteen (15) days from receipt of complete form and voided check or redacted Bank statement.

Providing account information does not authorize Miami-Dade County to access bank account activity.

ACH deposits can be made into **only** one (1) bank account. Payments can not be split between multiple accounts.

Notification E-mail providing payment information can be sent to one (1) single E-mail address **only**.

Proper verification will be conducted by Miami-Dade County Finance Department Staff, via a telephone call to confirm the information being provided is accurate.

This authorization shall remain in effect until terminated in writing with sufficient notice to Miami-Dade County Finance Department.

Miami-Dade County will not be responsible for any loss that may arise solely by reason of error, mistake or fraud regarding information provided on this ACH Authorization Agreement Form.

APPENDIX “B” TO SPECIAL PROVISIONS

PERMITS



miamidade.gov

Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

March 24, 2023

RE: Miami-Dade County Class II Permit No. 20220081: located at SW 216 STREET FROM OLD CUTLER ROAD TO SW 97 AVENUE MIAMI, FL 00000-

Dear LIZA HERRERA, P.E.:

Enclosed is a copy of Class II Permit No. 20220081, pursuant to the provisions of Section 24-48 of the Miami-Dade County code. Please call or notify this office no later than forty eight(48) hours and no earlier than five(5) days prior to the commencement of work authorized by this permit, by submitting the attached Notice of Commencement of Construction via U.S. Mail, or by email dermwatercontrol@miamidade.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Marsel Fakhrutdinov".

Marsel Fakhrutdinov, P.E.
Senior Professional Engineer, Water Control Section
Division of Environmental Resources Management

Enclosure





Regulatory and Economic Resources
Environmental Resources Management
701 NW 1st Court, 6th Floor
Miami, Florida 33136-3912
T 305-372-6567 F 305-372-6407

NOTICE OF COMMENCEMENT OF CONSTRUCTION

Permit Number: CLII - 20220081

Issue Date: March 27, 2023

Expiration Date: March 27, 2025

Project Name: PHASE 1 SW 216 STREET FROM OLD CUTLER ROAD TO SW

Location: SW 216 STREET FROM OLD CUTLER ROAD TO SW 97 AVENUE MIAMI, FL 00000-

Permittee: LIZA HERRERA, P.E.
MIAMI DADE COUNTY DEPT. OF TRANSPORTATION AND PUBLIC WORKS

Professional Engineer: Mr. DARYL K HILDOER, P.E.
MDC DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK MIAMI-DADE COUNTY

MUST BE FILLED IN BY PERMITTEE OR CONTRACTOR:

START DATE: _____

DATE OF COMPLETION : _____



**Class II Drainage Construction Permit**

Permit Number: CLII-20220081
Project Manager: ROGELIO MATA

Issue Date: 03/27/2023
Expiration Date: 03/27/2025

Permittee:

MIAMI DADE COUNTY DEPT. OF TRANSPORTATION AND PUBLIC WORKS
LIZA HERRERA, P.E.
111 NW 1 STREET, 1510
MIAMI, FL 33128-

Professional Engineer:

MDC DEPARTMENT OF TRANSPORTATION AND PUBLIC WORK MIAMI-DADE COUNTY
Mr. DARYL K HILDOER, P.E.
111 NW 1ST STREET, SUITE 1510
MIAMI, FL 33128-

Application Name: PHASE 1 SW 216 STREET FROM OLD CUTLER ROAD TO SW**Project Location:**

SW 216 STREET FROM OLD CUTLER ROAD TO SW 97 AVENUE MIAMI, FL 00000-

Project Description:

Retrofitting the existing positive drainage system to include the installation of 285 feet exfiltration trenches, replacing existing 18-inch pipes with a 24-inch pipes to existing pollution control structure to provide water quality prior to discharging into the Lagoon at Trooper Robert G. Smith Park, according to the plans prepared by Darryl K. Hildoer, P.E., Department of Transportation and Public Works Roadway Engineering and Right of Way Division, signed on November 1, 2022, sixteen (16) pages.

Based on the information provided, the Department has determined that the project is consistent with Chapter 24-48 of the Code of Miami Dade County.

Specific Conditions:

1. If solid waste or debris other than clean fill is encountered, the contractor shall provide a plan for the removal and proper disposal of all unsuitable material, within the limits of the work, for review and approval by DERM. Any fill material to be used shall be in accordance with the clean fill requirements of Chapter 24 of the Miami-Dade County Code.
2. The Permittee shall employ turbidity controls methods and best management practices to prevent adverse impact to the existing storm sewer system along the street areas

THE ABOVE NAMED PERMITTEE IS HEREBY AUTHORIZED TO PERFORM THE WORK SHOWN ON THE APPLICATION AND APPROVED DRAWINGS, PLANS, AND OTHER DOCUMENTS ATTACHED HERETO OR ON FILE WITH THE DEPARTMENT AND MADE PART HEREOF, SUBJECT TO THE ATTACHED GENERAL AND SPECIAL CONDITIONS.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**



and adjacent properties.

3. The Permittee must provide the contractor's information to the Water Control Section prior to commencement of construction work.

General Conditions:

4. DERM shall be notified no later than forty-eight (48) hours and no earlier than five (5) days prior to the commencement of the work authorized by this permit, unless otherwise noted herein. The permittee and/or contractor may notify DERM by calling (305) 372-6681 or by submitting the attached Notice of Commencement of Construction via hand delivery, U.S. Mail, or facsimile at (305) 372-6489.
5. This permit or a copy thereof, complete with all conditions, attachments, exhibits and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by DERM staff. The permittee shall require the contractor to review the complete permit prior to the commencement of the activity authorized by this permit.
6. All of the plans and documents referenced on page 1 of this permit are part of the conditions of this permit. In the case of a conflict between any of the approved plans and any condition of this permit, a determination as to which plan or condition to be followed will be made by DERM.
7. This permit only authorizes the grading and drainage work summarized in page 1 of this permit. Any additional work not shown in this permit or on the approved plans shall require additional Class II permit approval.
8. This Class II Permit does not authorize any dewatering activities on the subject property. A separate Class V Permit from the Department, (305) 372-6681, is required for this activity.
9. The time allotted to complete the work for which this permit has been issued shall be limited to the period stipulated on the permit unless the permittee requests an extension of time from DERM. The time extension request form must be submitted at least thirty (30) calendar days prior to the time of expiration of the time period set forth in the permit or in a prior extension of time. Applications for extensions of time that are not timely filed pursuant to Section 24-48.9(2)(b) of the Code of Miami-Dade County will be returned to the applicant.
10. The permittee must allow DERM representatives to inspect the authorized activity during normal business hours to ensure that the work authorized through this permit is being, or has been accomplished in accordance with the terms and conditions of this permit.
11. Compliance with Chapter 24 of the Code of Miami-Dade County as well as all General and Specific Conditions contained in this permit, is required. If DERM determines that the permittee and/or contractor is not performing the construction in accordance with the conditions of the permit, the Code, or the approved plans upon which the permit was issued, DERM may order suspension of the permit or the stopping of work until such time as the permittee and/or the contractor has complied with the permit, plans or standards. In such case, the permittee or the contractor or both shall take all necessary precautions to leave the work area in a safe and secure condition.
12. If any contamination is encountered on site during construction, the contractor shall immediately cease all subsurface disturbances and notify the Department by calling (305) 372-6955, (305) 372-6700, or (305) 372-6681.
13. The permittee shall be responsible for establishing adequate measures and engineering controls during construction to ensure compliance with the water quality standards stipulated in Section 24-42(3) of the Code of Miami-Dade County.
14. The permittee shall apply sediment and erosion control measures along the perimeter of the construction site to protect the adjacent properties from sediment and turbidity discharge and erosion damage.

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**



miamidade.gov

OFFICIAL DOCUMENT

Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

15. Turbidity may not exceed twenty-nine (29) Nephelometric Turbidity Units (NTU's) above background within surrounding surface waters, and within Outstanding Florida Waters, the standards is no degradation above background levels. If the turbidity levels exceed the above standard, all construction activity shall stop and additional turbidity controls shall be implemented. The construction activity shall not resume until the contractor has received authorization from DERM. At DERM's discretion, turbidity samples may be required and shall be collected in accordance with Section 24-44.2(3) of the Code of Miami-Dade County, or as specified by DERM, and the results sent directly to the review engineer.
16. The permittee shall hold and save Miami-Dade County harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operations, maintenance, removal, abandonment or use of any system authorized by this permit.
17. The permittee shall take all necessary precautions to prevent construction or demolition debris from falling into adjacent water bodies or wetlands. Any debris that falls into the adjacent water bodies or wetlands shall be removed immediately via a methodology approved by DERM. Construction and demolition debris shall be disposed of in accordance with all Federal, State and Local regulations.
18. Any water body affected by the construction activity should be restored to its pre-existing condition prior to the commencement of the work covered by this permit. The permittee shall also be responsible for ensuring complete removal of accumulated sediments, turbidity curtains, and other devices in a water body that would reduce its conveyance or storage capacity. The permittee is responsible in securing any permits required for this restoration work.
19. The permittee shall comply with the provisions of Chapter 16A of the Code of Miami-Dade County related to Historic Preservation to preserve known and potential archeological resources in the area that are subject to this permit.
20. A NPDES (National Pollutant Discharge Elimination System) Stormwater Permit may be required as per Rule 62-621.300(4), F.A.C. for the proposed construction activity. Please contact the Florida Department of Environmental Protection NPDES Stormwater Section at (850) 245-7522 or www.dep.state.fl.us/water/stormwater/NPDES.
21. If any work or activity associated with this project is to take place in-water:
 - a. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.
 - b. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - c. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**



avoid manatee entanglement or entrapment. Barriers must not impede manatee movement.

d. All on-site project personnel are responsible for observing water-related activities for the presence of manatee(s). All in-water operations, including vessels, must be shutdown if a manatee(s) comes within 50 feet of the operation. Activities will not resume until the manatee(s) has moved beyond the 50-foot radius of the project operation, or until 30 minutes elapses if the manatee(s) has not reappeared within 50 feet of the operation. Animals must not be herded away or harassed into leaving.

e. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-3922 and RER at 305.372.6452. Collision and/or injury should also be reported to the U.S. Fish and Wildlife Service (1-772-562-3909) for south Florida, and to FWC at ImperiledSpecies@myFWC.com

f. Temporary signs concerning manatees shall be posted prior to and during all in-water project activities. All signs are to be removed by the permittee upon completion of the project. Temporary signs that have already been approved for this use by the Florida Fish and Wildlife Conservation Commission (FWC) must be used (see MyFWC.com/manatee). One sign which reads Caution: Boaters must be posted. A second sign measuring at least 8 1/2" by 11" explaining the requirements for "Idle Speed/No Wake" and the shut down of in-water operations must be posted in a location prominently visible to all personnel engaged in water-related activities. Questions concerning these signs can be sent to the email address listed above.

22. All work authorized by this permit shall be performed by the contractor and/or subcontractor holding an applicable certificate of competency and shall be licensed in Miami-Dade County to perform such work. Any work that is subcontracted shall require that the permittee and contractor (i.e. the contractor listed on this permit) notify the review engineer at (305) 372-6681 or by facsimile at (305) 372-6489 a minimum of seventy-two hours prior to the subcontractor performing any work. Notification shall include the name of the subcontractor performing the work, the subcontractor's Miami-Dade County license number or state general contractor license number and scope of work.
23. It is a violation of the Code to perform any work authorized pursuant to this permit if the permittee(s) sell or otherwise transfer ownership of the property unless DERM has approved an Application for Transfer. An Application for Transfer may be filed with DERM at any time prior to the transfer of property ownership and, for a limited time, after the transfer of property ownership and must be signed by both the proposed transferee and transferor. Applications for Transfer shall be filed in the form prescribed by DERM and shall not be processed if the filed Application for Transfer is not fully complete in all respects pursuant to Section 24-48.18 of the Code within 120 days of the date of transfer of property ownership. The project must be in compliance with all the restrictions, limitations, and conditions of this permit at the time of submittal of the Application for Transfer and continuously throughout the time period during which the application is being processed.
24. A performance and/or mitigation bond may be held to ensure compliance with the aforementioned conditions and the completion of any required mitigation. Failure to comply with any of these conditions may result in the revocation by Miami-Dade County of all or a portion of the bond without further notice. The bond shall remain in force for up to six (6) months after the approved completion date if the work covered by the bond.
25. If the engineer who provided certification pursuant to Section 24-48.2(I)(B)(2) of the code or pursuant to Section 24-48.2(II)(A)(4) of the code is discharged by the property owner or his agent, or if said engineer ceases to work on the proposed or approved work, all work allowed by this permit shall immediately cease and shall not be resumed until a new engineer is obtained. The property owner shall also be required to obtain a new engineer who shall meet all the requirements of this permit.
26. Issuance of a this permit does not relieve the applicant from obtaining all required

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**



miamidade.gov

OFFICIAL DOCUMENT

Regulatory and Economic Resources

Environmental Resources Management

701 NW 1st Court, 6th Floor

Miami, Florida 33136-3912

T 305-372-6567 F 305-372-6407

federal, State and local permits.

27. Within thirty (30) days after completion of the work, the permittee or contractor shall file record drawings or as-builts certified by the engineer of record with DERM.
28. FOR CONSTRUCTION ACTIVITIES THAT DISTURB ONE (1) ACRE OR GREATER, A NPDES GENERIC PERMIT IS REQUIRED. To apply for this permit call FDEP Stormwater Program: (850) 245-7522 or visit Florida DEP NPDES website at: <http://www.floridadep.gov/water/stormwater/content/construction-activity-cgp>
29. The permittee shall retain a copy of the stormwater pollution prevention plan (SWPP) and all reports, records and documentation required by this permit at the construction site, or an appropriate alternative location as specified in the Notice of Intent (NOI), from the date of project initiation to the date of final stabilization. Please refer to DEP Document No. 62-621.3000 (4) (a): <http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf>

**THIS PERMIT AND PLANS SHALL BE KEPT ON SITE
DURING ALL PHASES OF CONSTRUCTION**

Page 5 of 5





South Florida Water Management District
Environmental Resource General Permit No. 13-111046-P
Date Issued: June 12, 2024

Permittee: Department Of Transportation and Public Works
7100 NW 36 Street
Miami, FL 33166

Project: NW North River Drive and NW 24 Street Drainage Improvement

Location: Miami-Dade County, See Exhibit 1

Application No. 240516-43874

Description: Installation of drainage structures, conveyance piping, 325 LF of exfiltration trench and three pollution retardant baffles, along NW N. River Drive to collect stormwater runoff and provide additional treatment and attenuation. Refer to Exhibit Nos. 2.0 and 2.1 for additional details.

Rule: **62-330.451, F.A.C.:** General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities

Expiration: June 12, 2029

Your application to use a General Environmental Resource Permit has been approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource General Permits.
- The attached Specific Conditions.
- All referenced Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

Certificate of Service

I hereby certify that this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the distribution list) on June 12, 2024 , in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (www.sfwmd.gov/ePermitting).

A handwritten signature in blue ink, appearing to read "Gary R. Priest". The signature is stylized with a large, sweeping initial "G" and "P".

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

General Conditions for All General Permits, 62-330.405, F.A.C.

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of

state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
 - (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.
17. The activity must be capable, based on generally accepted engineering and scientific

principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Specific Conditions for General Permits, 62-330.451, F.A.C.

1. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

Distribution List

Fernando Ramos, Department Of Transportation and Public Works

Miguel Soria, Department Of Transportation and Public Works

Department of Regulatory and Economic Resources

Department of Regulatory and Economic Resources

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Miami-Dade County - RER

Miami-Dade County - RER

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) and searching under this application number 240516-43874 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 SWM Plans](#)

[Exhibit No. 2.1 Calculations](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119 (1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



**South Florida Water Management District
Environmental Resource General Permit No. 13-111034-P
Date Issued: June 13, 2024**

Permittee: Department Of Transportation and Public Works
7100 NW 36 Street
Miami, FL 33166

Project: SW 216 St. from Old Cutler Rd. To SW 97 Ave

Location: Miami-Dade County, See Exhibit 1

Application No. 240516-43876

Description: Revision of drainage structures and conveyance piping within three drainage basin areas along SW 216 Street and SW 97 Avenue to direct stormwater runoff through 570 LF of additional exfiltration trench, providing additional water quality treatment and attenuation. The proposed Basin 1 SWM system along SW 216 Street will discharge through the modified control structure to the stormwater pond located at Trooper Robert G. Smith Park south of the project area. Please refer to Exhibit Nos. 2.0 and 2.1 for additional details.

Rule: **62-330.451, F.A.C.:** General Permit to Counties, Municipalities, and other Agencies to Conduct Stormwater Retrofit Activities

Expiration: June 13, 2029

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This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource General Permits.
- The attached Specific Conditions.
- All referenced Exhibits.

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

Certificate of Service

I hereby certify that this written notice has been mailed or electronically transmitted to the Permittee (and the persons listed in the distribution list) on June 13, 2024, in accordance with Section 120.60(3), F.S. Notice was also electronically posted on this date through a link on the home page of the District's website (www.sfwmd.gov/ePermitting).

A handwritten signature in blue ink, appearing to read "Gary R. Priest".

Gary R. Priest, P.E.
Engineering Section Administrator, Environmental Resource Bureau

General Conditions for All General Permits, 62-330.405, F.A.C.

1. The general permit is valid only for the specific activity indicated. Any deviation from the specified activity and the conditions for undertaking that activity shall constitute a violation of the permit and shall subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. The general permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any construction, alteration, operation, maintenance, removal or abandonment authorized by this permit; and it does not authorize any violation of any other applicable federal, state, local, or special district laws (including, but not limited to, those governing the "take" of listed species).
3. This general permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the general permit.
4. The general permit does not relieve the permittee from liability and penalties when the permitted activity causes harm or injury to: human health or welfare; animal, plant or aquatic life; or property. It does not allow the permittee to cause pollution that violates state water quality standards.
5. Section 253.77, F.S., provides that a person may not commence any excavation, construction, or other activity involving the use of state-owned or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required consent, lease, easement, or other form of authorization authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on state-owned lands.
6. The authorization to conduct activities under a general permit may be modified, suspended or revoked in accordance with Chapter 120, F.S., and Section 373.429, F.S.
7. The general permit is not transferable to a new third party. To be used by a different permittee, a new notice to use a general permit must be submitted in accordance with rule 62-330.402, F.A.C. Activities constructed in accordance with the terms and conditions of a general permit are automatically authorized to be operated and maintained by the permittee and subsequent owners in accordance with subsection 62-330.340(1), F.A.C. Any person holding the general permit, persons working under the general permit, and owners of land while work is conducted under the general permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to sale, conveyance, or other transfer of ownership or control of the permitted project, activity, or the real property at which the permitted project or activity is located.
8. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the permitted system to ensure conformity with the plans and specifications approved by the general permit.
9. The permittee shall maintain any permitted project or activity in accordance with the plans submitted to the Agency and authorized in this general permit.
10. A permittee's right to conduct a specific activity under this general permit is authorized for a duration of five years.
11. Activities shall be conducted in a manner that does not cause or contribute to violations of

state water quality standards. Performance-based erosion and sediment control best management practices shall be implemented and maintained immediately prior to, during, and after construction as needed to stabilize all disturbed areas, including other measures specified in the permit to prevent adverse impacts to the water resources and adjacent lands. Erosion and sediment control measures shall be installed and maintained in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), available at <https://www.flrules.org/Gateway/reference.asp?No=Ref-04227>, and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), available at http://publicfiles.dep.state.fl.us/DEAR/Stormwater_Training_Docs/erosion-inspectors-manual.pdf.

12. Unless otherwise specified in the general permit, temporary vehicular access within wetlands during construction shall be performed using vehicles generating minimum ground pressure to minimize rutting and other environmental impacts. Within forested wetlands, the permittee shall choose alignments that minimize the destruction of mature wetland trees to the greatest extent practicable. When needed to prevent rutting or soil compaction, access vehicles shall be operated on wooden, composite, metal, or other non-earthen construction mats. In all cases, access in wetlands shall comply with the following:
 - (a) Access within forested wetlands shall not include the cutting or clearing of any native wetland tree having a diameter four inches or greater at breast height;
 - (b) The maximum width of the construction access area shall be limited to 15 feet;
 - (c) All mats shall be removed as soon as practicable after equipment has completed passage through, or work has been completed, at any location along the alignment of the project, but in no case longer than seven days after equipment has completed work or passage through that location; and
 - (d) Areas disturbed for access shall be restored to natural grades immediately after the maintenance or repair is completed.
13. Barges or other work vessels used to conduct in-water activities shall be operated in a manner that prevents unauthorized dredging, water quality violations, and damage to submerged aquatic communities.
14. The construction, alteration, or use of the authorized project shall not adversely impede navigation or create a navigational hazard in the water body.
15. Except where specifically authorized in the general permit, activities must not:
 - (a) Impound or obstruct existing water flow, cause adverse impacts to existing surface water storage and conveyance capabilities, or otherwise cause adverse water quantity or flooding impacts to receiving water and adjacent lands; or
 - (b) Cause an adverse impact to the maintenance of surface or ground water levels or surface water flows established pursuant to section 373.042, F.S., or a Works of the District established pursuant to section 373.086, F.S.
16. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S.
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principles, of being performed and of functioning as proposed, and must comply with any applicable District special basin and geographic area criteria.

18. The permittee shall comply with the following when performing work within waters accessible to federally- or state-listed aquatic species, such as manatees, marine turtles, smalltooth sawfish, and Gulf sturgeon:
 - (a) All vessels associated with the project shall operate at "Idle Speed/No Wake" at all times while in the work area and where the draft of the vessels provides less than a four-foot clearance from the bottom. All vessels will follow routes of deep water whenever possible.
 - (b) All deployed siltation or turbidity barriers shall be properly secured, monitored, and maintained to prevent entanglement or entrapment of listed species.
 - (c) All in-water activities, including vessel operation, must be shut down if a listed species comes within 50 feet of the work area. Activities shall not resume until the animal(s) has moved beyond a 50-foot radius of the in-water work, or until 30 minutes elapses since the last sighting within 50 feet. Animals must not be herded away or harassed into leaving. All onsite project personnel are responsible for observing water-related activities for the presence of listed species.
 - (d) Any listed species that is killed or injured by work associated with activities performed shall be reported immediately to the Florida Fish and Wildlife Conservation Commission (FWC) Hotline at 1(888)404-3922 and ImperiledSpecies@myFWC.com.
 - (e) Whenever there is a spill or frac-out of drilling fluid into waters accessible to the above species during a directional drilling operation, the FWC shall be notified at ImperiledSpecies@myfwc.com with details of the event within 24 hours following detection of the spill or frac-out.
19. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any activity authorized by the general permit.
20. The permittee shall immediately notify the Agency in writing of any submitted information that is discovered to be inaccurate.

Specific Conditions for General Permits, 62-330.451, F.A.C.

1. Within 30 days after completion of construction, a registered professional shall submit certification that construction was completed in substantial conformance with the plans and calculations that were submitted in the notice to use this general permit.

Distribution List

Miguel Soria, Department Of Transportation and Public Works

Fernando Ramos, Department Of Transportation and Public Works

Department of Regulatory and Economic Resources

Department of Regulatory and Economic Resources

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Miami-Dade County - RER

Miami-Dade County - RER

Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website (<http://my.sfwmd.gov/ePermitting>) and searching under this application number 240516-43876 .

[Exhibit No. 1.0 Location Map](#)

[Exhibit No. 2.0 SWM Plans](#)

[Exhibit No. 2.1 Calculations](#)

NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119 (1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301, Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401–.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.

APPENDIX "C" TO SPECIAL PROVISIONS
U.S. ENVIRONMENTAL PROTECTION AGENCY
GRANT AGREEMENT – NO. 03D35125

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 03D35125 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 05/03/2025
		TYPE OF ACTION New	MAILING DATE 05/07/2025
		PAYMENT METHOD: ASAP	ACH# 40161
		RECIPIENT TYPE: County	
RECIPIENT: Miami-Dade, County of 701 NW 1ST CT STE 400 MIAMI, FL 33136-3925 EIN: 59-6000573		Send Payment Request to: R04-Community-grants@epa.gov	
PROJECT MANAGER RANDALL WHITE 701 NW 1 COURT, 5th FLOOR MIAMI, FL 33136-3912 Email: RANDALL.WHITE@MIAMIDADE.GOV Phone: 305-372-6406		EPA PROJECT OFFICER Mohit Varma 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: varma.mohit@epa.gov Phone: 404-562-8361	EPA GRANT SPECIALIST Yolande Miller Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: Miller.Yolande@epa.gov Phone: 404-562-9717
PROJECT TITLE AND DESCRIPTION Miami-Dade County Stormwater Drainage Improvement This action provides funding in the amount of \$420,000.00 to assist Miami-Dade County, FL with its project to rehabilitate their stormwater drainage system as directed in the 2023 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project. The activities to be performed include the execution and implementation of a stormwater infrastructure construction project. Workplan activities include replacing existing drainage structures, installing pollutant retardant baffles, and installing exfiltration trenches.. The anticipated deliverables are the addition and replacement of a total of 4 drainage structures, the installation of 325 linear feet of exfiltration trenches, and installation of 3 pollutant retardant baffles. Expected outcomes include better stormwater conveyance. Intended beneficiaries include residents of Miami-Dade County. .No subawards are included in this assistance agreement.			
BUDGET PERIOD 09/01/2025 - 04/30/2027	PROJECT PERIOD 09/01/2025 - 04/30/2027	TOTAL BUDGET PERIOD COST \$ 525,000.00	TOTAL PROJECT PERIOD COST \$ 525,000.00
NOTICE OF AWARD Based on your Application dated 01/23/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 420,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 420,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer			DATE 05/03/2025

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 525,000
8. Other	\$ 0
9. Total Direct Charges	\$ 525,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %)	\$ 525,000
12. Total Approved Assistance Amount	\$ 420,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 420,000
15. Total EPA Amount Awarded To Date	\$ 420,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and miller.yolande@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: the Program Officer, Mohit Varma at varma.mohit@epa.gov and the Grant Management Specialist, Yolande Miller at miller.yolande@epa.gov
- Payment requests (if applicable): the Program Officer, Mohit Varma at varma.mohit@epa.gov and the Grant Management Specialist, Yolande Miller at miller.yolande@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: the Program Officer, Mohit Varma at varma.mohit@epa.gov

B. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-Grants@epa.gov, the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must

be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. •reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. •be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed •contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof charged.	

1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	• copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
7. CONTRACTUAL The contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II . NOTE: per the grant-specific programmatic Terms and Conditions of the award, all	• documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices

contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of vendor invoices • quotes or bid announcements as required • documentation of participant support cost payments approved in the budget • cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

A. Performance Reporting ([2 CFR 200.329](#))

The recipient agrees to submit performance reports to the EPA Project Officer *on a semi-annual basis, no later than April 30 and October 30 of each year*. The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes ([2 CFR 200.308](#))

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C. Right of Access ([2 CFR 200.337](#))

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over \$250,000 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise(MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including [40 U.S.C. 1101 et seq.](#) (*the Brooks Act*)

or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#).

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 9, 2024; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 9, 2024, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 9, 2024, if the recipient has:

- (i) procured services or products through contracts entered into prior to March 9, 2024;
- (ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and
- (iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: [40 U.S.C. 1101 et seq.](#) (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#). This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in [40 U.S.C. 1101 et seq.](#), or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
 - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
 - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into

Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable. Recipients must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, EPA encourages recipients to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#download>.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community
- Project was wholly or partially funded with EPA funding
- Brief description of the project

- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#). For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement. Based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section”), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: 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 ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

- (i) applying the requirement would be inconsistent with the public interest;
- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) Request for a Waiver under (b)(2) of this section

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

- (i) A description of the foreign and domestic iron and/or steel, ;
 - (ii) Unit of measure;
 - (iii) Quantity;
 - (iv) Cost;
 - (v) Time of delivery or availability;
 - (vi) Location of the project;
 - (vii) Name and address of the proposed supplier; and
 - (viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.
- (2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
- (3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.
- (d) This term and condition shall be applied in a manner consistent with United States obligations under international agreements.

J. Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA’s [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Build America, Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

(2) “Infrastructure” encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities, and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities,

and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(3) "Infrastructure Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) all construction materials are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- fiber optic cable (including drop cable);
- optical fiber;
- glass (including optic glass);
- lumber;
- drywall; and
- engineered wood.

(4) The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02-.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

- i. The Federal Award Identification Number (FAIN);
- ii. Location and description of the project;
- iii. Total cost of infrastructure expenditures, including federal and non-federal funds;
- iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;
- v. Project schedule including earliest targeted installation dates of items requested to be waived;
- vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;
- vii. Recipient's Unique Entity Identifier (UEI);
- vii. Anticipated impact if no waiver is issued; and
- viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If the recipient seeks coverage under an existing general applicability [BABA waiver](#), the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in [40 CFR Part 6](#). If EPA determines that a categorical exclusion is not appropriate for this project, the recipient agrees to submit information necessary for EPA to prepare an Environmental Assessment and issue a Finding of No Significant Impact. If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);

- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities:** Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities:** Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. Solicitation and Contract Requirements:

i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#)."

b. After Award of Contract:

i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#)."

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Equipment Disposition

In accordance with [2 CFR 200.313](#), when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer.

N. Sites, Easements, and Rights-of-Way

The recipient must submit a written legal opinion from a licensed attorney in the State where the real property is located (i.e., a title opinion) that the necessary sites, easements, and/or rights-of-way have been obtained and that they are free of any restrictions or encumbrances that might restrict their use for the purpose intended to be carried out under the assistance agreement. The opinion shall address:

- the title examination conducted;
- the validity of the form and substance of the legal instruments creating the sites, easements, and/or rights-of-way for the purposes intended;
- whether the legal instruments adequately confer upon the recipient the necessary sites, easements, and/or rights-of-way to carry out the project for the purposes intended; and
- whether the legal instruments have been properly recorded in the appropriate public land records of each county, town, district, province, etc. in which any of the land affected thereby is situated.

The recipient must submit the opinion to EPA no later than the time at which the recipient requests approval to award contracts where sites, easements, or rights-of-way are involved, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

O. Operation and Maintenance

The recipient agrees that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years
- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

APPENDIX "D" TO SPECIAL PROVISIONS
U.S. ENVIRONMENTAL PROTECTION AGENCY
GRANT AGREEMENT – NO. 03D35425

	U.S. ENVIRONMENTAL PROTECTION AGENCY Grant Agreement	GRANT NUMBER (FAIN): 03D35425 MODIFICATION NUMBER: 0 PROGRAM CODE: CG	DATE OF AWARD 05/07/2025
		TYPE OF ACTION New	MAILING DATE 05/12/2025
		PAYMENT METHOD: ASAP	ACH# 40161
		RECIPIENT TYPE: County	
RECIPIENT: Miami-Dade, County of 701 NW 1ST CT STE 400 MIAMI, FL 33136-3925 EIN: 59-6000573		Send Payment Request to: R04-Community-grants@epa.gov	
PROJECT MANAGER RANDALL WHITE 701 NW 1 COURT, 5th FLOOR MIAMI, FL 33136-3912 Email: RANDALL.WHITE@MIAMIDADE.GOV Phone: 305-372-6406		EPA PROJECT OFFICER Mohit Varma 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: varma.mohit@epa.gov Phone: 404-562-8361	EPA GRANT SPECIALIST Yolande Miller Grants Management Section 61 Forsyth Street SW Atlanta, GA 30303-8960 Email: Miller.Yolande@epa.gov Phone: 404-562-9717
PROJECT TITLE AND DESCRIPTION Miami-Dade County Stormwater Drainage Improvement This action provides funding in the amount of \$420,000.00 to assist the Miami-Dade County, FL with implementing its project to rehabilitate their drainage system as directed in the 2023 Consolidated Appropriations Act or as identified in an approved Technical Correction if one has been approved for this project. The activities to be performed include the execution and implementation of a stormwater infrastructure construction project. Workplan activities consist of rehabilitating current drainage structures that fail to meet the standards set by Miami Dade County. The anticipated deliverables are the addition and replacement of a total of 20 structures, the installation of 570 linear feet of exfiltration trenches, and the connection of the existing drainage system to an existing Pollution Control Structure. Expected outcomes include better stormwater conveyance. Intended beneficiaries include residents of Miami-Dade County. No subawards are included in this assistance agreement.			
BUDGET PERIOD 09/01/2025 - 01/31/2027	PROJECT PERIOD 09/01/2025 - 01/31/2027	TOTAL BUDGET PERIOD COST \$ 525,000.00	TOTAL PROJECT PERIOD COST \$ 525,000.00
NOTICE OF AWARD Based on your Application dated 01/23/2025 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 420,000.00. EPA agrees to cost-share 80.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 420,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 4 61 Forsyth Street Atlanta, GA 30303-8960		ORGANIZATION / ADDRESS U.S. EPA, Region 4, Water Division R4 - Region 4 61 Forsyth Street SW Atlanta, GA 30303-8960	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Shantel Shelmon - Grants Management Officer			DATE 05/07/2025

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 0
2. Fringe Benefits	\$ 0
3. Travel	\$ 0
4. Equipment	\$ 0
5. Supplies	\$ 0
6. Contractual	\$ 0
7. Construction	\$ 525,000
8. Other	\$ 0
9. Total Direct Charges	\$ 525,000
10. Indirect Costs: 0.00 % Base	\$ 0
11. Total (Share: Recipient <u>20.00</u> % Federal <u>80.00</u> %)	\$ 525,000
12. Total Approved Assistance Amount	\$ 420,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 420,000
15. Total EPA Amount Awarded To Date	\$ 420,000

Administrative Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and the Grant Management Specialist, Yolande Miller at miller.yolande@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: the Project Officer, Mohit Varma at varma.mohit@epa.gov and the Grant Management Specialist, Yolande Miller at miller.yolande@epa.gov
- Payment requests (if applicable): the Project Officer, Mohit Varma at varma.mohit@epa.gov and the Grant Management Specialist, Yolande Miller at miller.yolande@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: the Project Officer, Mohit Varma at varma.mohit@epa.gov

B. Prior Approval of Payments for EPA Community Grants

Payment Requests are to be completed on Standard Form 270, "Request for Advance or Reimbursement" and submitted to the EPA Grants Office with a copy to the EPA Project Officer. This form and instructions for completing it can be found at <https://www.epa.gov/grants/epa-grantee-forms>. The requests will report cumulative expenditures both (federal and non-federal) incurred under the grant. EPA will approve payments for allowable expenditures at the ratio shown in the latest Agreement.

Under this payment mechanism, the recipient submits for EPA approval the Standard Form 270 along with supporting cost documentation via email to R04-Community-Grants@epa.gov, the EPA Project Officer and the EPA Grants Management Specialist listed on this award document. Attachments must be

submitted in pdf or other acceptable software format (e.g., DocuSign) and the Standard Form 270 must be electronically or digitally signed by your organization's authorized representative or their designee in accordance with EPA's Recipient/Applicant Information Notice (RAIN), [Establishment of Standards for Submission of Administrative and Financial Assistance Agreement Forms/Documents with Electronic or Digital Signatures by Email](#). Documentation to support costs claimed for reimbursement include copies of bills (vouchers, invoices, etc.), along with a description of services rendered, time spent, and charges. The table below provides examples of acceptable documentation. Also, as a reminder, please refer to the Grant-Specific Programmatic Terms and Conditions of this award for additional information regarding procurement documentation submission requirements.

After review and written notification of EPA's approval, the recipient will request funds via the U.S. Treasury's Automated Standard Application for Payment (ASAP) system for **80%** of the total allowable expenditures shown on the Standard Form 270 (i.e., the Federal share) for the period covered by the request. EPA may pay 100% of the allowable expenditures reported for the period of the request for grants for which the cost share requirement has been waived by EPA. Payment for costs approved by EPA and authorized for drawdown by the recipient via the ASAP System will be credited to the recipient's designated financial institution (See Financial Information in the [EPA General Terms and Conditions](#) applicable to this award). Any questioned or disallowed costs will be detailed in writing by EPA's Grants Management Officer.

SUPPORTING DOCUMENTATION BY BUDGET CATEGORY	
BUDGET CATEGORY	ACCEPTABLE DOCUMENTATION
1. PERSONNEL (for both EPA-funded and non-EPA funded employees whose services will count towards the recipient's cost share) Records must: •meet the requirements in 2 CFR 200.430(g) for producing accurate information regarding actual hours an employee worked performing the EPA agreement. •reflect 100% of actual hours worked daily and the projects, programs or activities worked, not estimated amounts or percentages. They must also reflect non-working hours used during the pay period. •be certified by an appropriate recipient manager indicating that the hours shown as worked in support of the EPA assistance agreement were actually spent on activities approved and eligible under the agreement for which the costs are claimed •contain names of employees charging time to the agreement, with explicit indication of number of hours charged, the hourly rate, and the total amount thereof	

charged.	
1a. Working Hours	• Copies of time sheets or equivalent records
1b. Non-Working Hours (e.g., sick leave, annual leave, holiday pay, etc.) being charged to the agreement if not covered by a leave rate or included in fringe benefits.	• A schedule or report showing the non-working hour cost calculations and amounts claimed, including the applicable accruals and distribution methodologies for the periods used in the calculations.
2. FRINGE BENEFITS – if applicable, approved fringe rate or actual costs per employee.	• A schedule or report showing the fringe benefit cost calculations per employee, per pay period being claimed for payment and charged to the assistance agreement. Individual items included in approved fringe benefit rates must be identified.
3. INDIRECT COSTS – must have an approved indirect cost rate agreement covering the period for the indirect costs being claimed or opt to use up to a 15% de minimis rate of Modified Total Direct Costs. See the General Terms and Conditions for additional information.	• A schedule or report showing the indirect costs calculations and amounts claimed and charged to the assistance agreement, including the applicable rates and cost basis for the periods used in the calculations.
4. TRAVEL Note: First class/business class travel costs are not allowable.	• listing of trips taken, trip dates, location, purpose, and actual costs incurred. • copy of signed and dated authorization documents for each trip. • written certification by employee's supervisor or other authorized official that the trip took place. • copy of signed and dated travel vouchers showing actual expenditures
5. EQUIPMENT – records must show equipment items, quantity, unit cost, and total amount consistent with the PO and RFP.	• copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
6. SUPPLIES	• invoices showing supply items, quantity, unit cost, and total amount consistent with the Purchase Order. • copy of procurement requests • copy of vendor invoices • quotes or bid announcements as required
7. CONTRACTUAL The contract agreement must include all applicable clauses stipulated at 2 CFR Part 200.327 and Appendix II . NOTE: per the grant-specific programmatic Terms	• documents showing quotes or bid announcements as required. • evidence of the selection decision and a cost and price analysis • copy of contractor invoices

and Conditions of the award, all contracts should have already been reviewed and approved by the project officer. Contracts for Architectural and Engineering services are included in this category. The costs for consultant compensation that are charged to the EPA assistance agreement (including cost shares) must not exceed the consultant cap (Level IV of the Executive Schedule) as described at 2 CFR 1500.10	
8. CONSTRUCTION This category includes contracts for general construction and other contractor costs for activities described in EPA's Small and Disadvantaged Business (DBE) rule at 40 CFR 33.103.	• documents showing quotes or bid announcements as applicable. • evidence of the selection decision and a cost and price analysis • copy of contractor and vendor invoices
9. OTHER If subaward costs are being claimed, a copy of the executed subaward agreement must be provided. The subaward agreement must comply with the requirements of the subaward term and condition of the EPA award and 2 CFR 200.331 and 200.332.	• invoices showing items, quantity, unit cost, and total amount. As applicable ensure there are: • copies of procurement requests • copy of vendor invoices • quotes or bid announcements as required • documentation of participant support cost payments approved in the budget • cost Calculations/Allocations of shared costs like rent, utilities, etc.

Programmatic Conditions

GRANT-SPECIFIC PROGRAMMATIC TERMS AND CONDITIONS FOR EPA COMMUNITY GRANTS

The following terms and conditions supplement the terms and conditions included in EPA's [General Terms and Conditions](#).

A. Performance Reporting (2 CFR 200.329) Select and include the applicable reporting frequency (i.e., semi-annual, quarterly) and delete remaining red text that will not be included in your award.

The recipient agrees to submit performance reports to the EPA Project Officer *on a semi-annual basis, no later than April 30 and October 30 of each year*. The final performance report must be submitted no later than 120 calendar days after the period of performance.

Performance reports must relate financial data and project or program accomplishments to performance goals and objectives and include brief information on each of the following areas, as applicable: 1) a comparison of accomplishments to the outputs/outcomes established in the assistance agreement workplan for the reporting period; 2) explanations on why established outputs/outcomes were not met; and 3) additional information, analysis, and explanation of cost overruns or higher-than-expected unit costs.

The recipient agrees to inform EPA as soon as problems, delays, or adverse conditions become known which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement workplan.

B. Project changes (2 CFR 200.308)

Consistent with 2 CFR 200.308, the recipient must request prior written approval from EPA for the following program and budget-related reasons, including: changes which alter the project performance standards; changes in the scope or objectives of the project (even if there is no associated budget revision requiring prior written approval) or substantially altering the design of the project; changes in key personnel (including employees and contractors) that are identified by name or position in the Federal award; the disengagement from a project for more than three months, or a 25% reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project director or principal investigator; the inclusion, unless waived by the EPA, of costs that require prior approval in accordance with subpart E to 2 CFR Part 200 as applicable; the transfer funds between construction and non-construction budget categories; significantly delaying or accelerating the project schedule; or substantially altering the facilities plan, design drawings and specifications, or the location, size, capacity, or quality of any major part of the project. Note, depending on the type of change, the Agency Award Official or Grant Management Officer may need to make the final determination.

C. Right of Access (2 CFR 200.337)

EPA will have access to all records which are pertinent to the assistance agreement (including fiscal, procurement, and engineering data and files), and EPA may conduct site visits and inspections related to progress of the assistance agreement workplan activities.

• Procurement Document Submission

(1) With the exception of projects that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement, the recipient shall submit a copy of all proposed and/or executed contracts for services (including professional and construction), supplies, and equipment over \$250,000 to the EPA Project Officer for review. The submittal of the proposed and/or executed contracts must include procurement records.

(a) Recipient agrees to submit plans and specifications, requests for proposals, invitations for bids, scopes of work, and/or plans and specifications to the EPA Project Officer for review prior to advertising for bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. Recipient will also submit any addenda to these documents to the EPA Project Officer for review prior to the opening of bids, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

(b) Recipient agrees to submit to the EPA Project Officer, within ten calendar days after a bid opening, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, the bid package of the lowest responsive, responsible bidder for review prior to the award of a contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun. The bid package will include a bid tabulation, a copy of the proof of advertising, the bid bond of the low bidder, the Minority Business Enterprise(MBE) / Women's Business Enterprise (WBE) proposed utilization by the low bidder with a statement from Recipient that the efforts taken by the low bidder meet the statutory/regulatory requirements, and the recommendation to award a contract to the low bidder.

(c) Recipient agrees to submit to the EPA Project Officer for review any proposed and/or executed contract for services, such as

architectural/engineering or grant management or construction, prior to signing each contract, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun, as well as any change orders executed after the award of the contract. A description of the process used to procure those services will also be submitted. To be accepted as allowable project costs, such procurements/contracts must comply with all statutory and regulatory requirements, including [40 U.S.C. 1101 et seq. \(the Brooks Act\)](#) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#).

(2) Recipients that qualify for the procurement flexibilities discussed below in term and condition D. Procurement, must provide to the EPA upon request solicitation documents (e.g., Request for Proposals or Request for Qualifications), contracts, and/or any other pertinent documents relating to the process used to enter the contract.

(3) All recipients, to include those that qualify for the procurement flexibilities in the FY 2024 Consolidated Appropriations Act (P.L. 118-42) discussed below in term and condition D. Procurement must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

D. Procurement

The FY 2024 Consolidated Appropriations Act (P.L. 118-42), which was signed into law on March 9, 2024, states:

Provided further, That the funds made available under this heading for Community Project Funding/Congressionally Directed Spending grants in this or prior appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance, if a Community Project Funding/Congressionally Directed Spending recipient has procured services or products through contracts entered into prior to the date of enactment of this legislation that complied with state and/or local laws governing competition.

(a) Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts are not subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance if the recipient has:

- procured services or products through contracts entered into prior to March 9, 2024; and
- complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement).

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, complied with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts were entered into. The contract will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(a)(1) Contract Amendments after March 9, 2024, and FY 2024 Procurement Flexibility

Recipients with projects identified in the FY 2024 or prior (i.e., FY 2022 and FY 2023) Appropriations Acts may not be subject to compliance with Federal procurement requirements for competition and methods of procurement applicable to Federal financial assistance (with the exception noted below in paragraph (a)(2) for contract modifications over the Simplified Acquisition Threshold in effect at the time of award) for contract amendments that occur after March 9, 2024, if the recipient has:

- (i) procured services or products through contracts entered into prior to March 9, 2024;
- (ii) entered into said contracts in compliance with state and/or local laws governing competition (including laws/policies relating to participation by disadvantaged business enterprises or equivalent, as applicable, and method of procurement); and
- (iii) complied with state and/or local laws relating to contract amendments as applicable.

The recipient must provide a written statement to the EPA Project Officer affirming any contracts entered into prior to March 9, 2024, and contract amendments after that date, complied with state and/or local laws governing competition (including laws/policies relating to

participation by disadvantaged business enterprises or equivalent as applicable, and method of procurement). The statement must also include the date the contracts and contract amendments were entered into. The contracts and contract amendments will be considered covered by the provision upon receipt of written confirmation from EPA.

The recipient must retain documentation (e.g., solicitation documents, procurement certifications from state and/or local officials) demonstrating compliance of such contracts and amendments with state and/or local laws governing competition, including such laws relating to participation by disadvantaged business enterprises or equivalent as applicable.

(2) Consistent with 2 CFR 200.324, the recipient further agrees that for all contract modifications/amendments in excess of the Simplified Acquisition Threshold in effect at the time of award, the recipient will perform a cost or price analysis.

(b) All other recipients who do not qualify for the procurement flexibilities discussed in section (a) must procure all services (professional, construction, etc.), supplies, and equipment awarded under this grant in accordance with all applicable federal requirements, including: [40 U.S.C. 1101 et seq.](#) (the Brooks Act) or an equivalent State qualifications-based procurement requirement, as applicable; [2 CFR Part 200](#); [2 CFR Part 1500](#); and/or [40 CFR Part 33](#). This includes all services (professional, construction, etc.), supplies, and equipment for which costs are approved as preaward costs.

(c) Recipient must comply with the procurement processes for architectural and engineering (A/E) services as described in [40 U.S.C. 1101 et seq.](#), or an equivalent State qualifications-based requirement.

Where equivalent State qualifications-based requirements are complied with, the source of the requirement (e.g., existing State legislation or regulation, etc.) must be stated, and a certification from the Governor of the State that the State's A/E procurement requirements are equivalent to [40 U.S.C. 1101 et seq.](#) must accompany the grant application. In lieu of a certification from the Governor, the Attorney General's certification submitted with each grant application may include this certification. The requirements of [40 U.S.C. 1101 et seq.](#) include:

- Public announcement of the solicitation (e.g., public announcement of a Request for Qualifications);
- Evaluation and ranking of the submitted qualifications statements based on established, publicly available criteria (e.g., criteria identified in the solicitation);
 - Evaluation criteria should be based on demonstrated competence and qualifications for the type of professional services required (e.g., past performance, specialized experience, and technical competence in the type of work required);
- Discussion with at least three firms to consider anticipated concepts and compare alternative methods for furnishing services;
- Selection of at least three firms considered to be the most highly qualified to provide the services required; and
- Contract negotiation with the most highly qualified firm to determine compensation that is fair and reasonable based on a clear understanding of the project scope, complexity, professional nature, and the estimated value of the services to be rendered;
 - In the event that the recipient is unable to negotiate a satisfactory contract with the firm, the recipient shall formally terminate negotiations and then undertake negotiations with the next most qualified of the selected firms, continuing the process until an agreement is reached. If the recipient is unable to negotiate a satisfactory contract with any of the selected firms, the agency head shall select additional firms in order of their competence and qualification and continue negotiations in accordance with this section until an agreement is reached.

In the event that the State has no existing equivalent qualifications-based requirement for procurement, the federal requirements in [40 U.S.C. 1101 et seq.](#) apply.

(d) All recipients, to include those that qualify for the procurement flexibilities discussed in section (a), must comply with the requirements in the Davis-Bacon Act, American Iron and Steel (AIS), and Build America, Buy America (BABA) in any procurements and resulting contracts as applicable. These requirements include incorporating the appropriate prevailing wage determinations and AIS/BABA in the solicitation documents.

E. Cybersecurity Condition

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State or Tribal law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure. For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient will contact the EPA Project Officer no later than 90 days after the date of this award and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes, under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: (i) by including this requirement in subaward agreements; and (ii) during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(e), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

F. Signage

The FY 2022 Consolidated Appropriations Act (Pub. Law 117-103), FY 2023 Consolidated Appropriations Act (Pub. Law 117- 328), and FY 2024 Consolidated Appropriations Act (Pub. Law 118-42) provide that those federal requirements that would apply to a Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF) project grant recipient shall apply to a grantee receiving a Community Grant. Consequently, these Appropriations Acts extend Signage requirements applicable to SRF projects to Community Grants. The recipient agrees to comply with the SRF Signage Guidelines in order to enhance public awareness of EPA assistance agreements nationwide.

Basic Requirements

Recipients should note that they have the option of selecting different implementation options depending on the location, project type, and available resources. The costs of compliance with the signage requirements are allowable under the grant, provided the costs are reasonable. Recipients must ensure limited English proficient individuals have meaningful access to activities receiving EPA funds, consistent with Executive Order 13166 and EPA Order 1000.32. In this regard, to increase public awareness of projects serving communities where English is not the predominant language, EPA encourages recipients to translate the language used (excluding the EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable under the grant, provided the costs are reasonable.

Summary of Options

The SRF Signage Guidelines present a number of options which communities can explore to implement EPA's signage policy. The option selected should meet all of the Basic Requirements above while remaining cost-effective and accessible to a broad audience. The following strategies are acceptable options for communities to follow:

Standard signage

- Posters or wall signage in a public building or location
- Newspaper or periodical advertisement for project construction, groundbreaking ceremony, or operation of the new or improved facility
- Online signage placed on community website or social media outlet
- Press release

Each of these options is described in more detail in the sections below.

Implementation Option: Standard Signage

EPA recommends that large projects that involve significant expansion or construction of a new facility elect to publicize through standard signage. This option should be selected for projects where the sign would be near a major road or thoroughfare or where the facility is in a location at which this would effectively publicize the upgrades. Some facilities will not find this an appropriate or cost-effective solution. For example, investing in a large road sign for a facility that is located in a rural area or where access is limited to a smaller service road would likely not be an optimal solution.

Signs can also be located away from the project site if there is another reasonable alternative. For example, a community may elect to place a sign advertising the project near a body of water that receives discharge from a particular facility.

Recipients selecting projects that will implement this requirement through use of a traditional sign should ensure the following are included:

- The name of the facility, project, and community
- Project cost (total grant award amount, i.e., federal share plus recipient contribution)
- The EPA and Recipient logos (EPA logo may only be used on a sign)

If the EPA logo is displayed along with logos of other participating entities, the EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project. As provided in the sign specifications from the EPA Office of Public Affairs (OPA), the EPA logo is the identifier for assistance agreement projects. Recipients are responsible to comply with the sign specifications provided by the OPA, available at <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. To obtain the appropriate EPA logo graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication; contact information can be found at <https://www.epa.gov/aboutepa/using-epa-seal-and-logo#download>.

Implementation Option: Posters, Brochures, and/or Pamphlets

Smaller projects, projects located in rural areas, and other efforts may find that it is more cost-effective and practical to advertise efforts through creation of a poster or smaller sign. If the project involves nonpoint source or green infrastructure components, those can be described at the discretion of the recipient.

The poster or brochure and acknowledgement should be visible, as well as a website or other source of information for individuals that may be curious about the Community Grants program. The recipient may also implement this option as a short pamphlet that is placed in one of the locations noted below for community members to read.

Posters, brochures, and/or pamphlets should be placed in a public location that is accessible to a wide audience of community members. This can include, but is not limited to:

- Town or City Hall
- Community Center
- Locally owned or operated park or recreational facility
- Public Library
- County/municipal government facilities
- Court house or other public meeting space

Given the low cost for producing multiple copies of the same poster, brochure, and/or pamphlet, communities can explore options for displaying these posters in several locations simultaneously. This would achieve the overall objective of reaching a broad audience and publicizing the project.

Projects that will implement this requirement through use of posters, brochures, and/or pamphlets should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of project
- Brief description of the water quality benefits the project will achieve

Implementation Option: Newsletters, Periodicals, and/or Press Releases

For communities where there is no suitable public space or where advertisement through signage is unlikely to reach community members effectively, projects can be advertised in a community newsletter or similar periodical. States can use guidelines from their standard public

notice practices. For new construction, if a groundbreaking ceremony is to be held, an announcement could publicize or accompany publicity for this event.

In some cases, it may be appropriate for the recipient to issue a formal press release announcing construction of a new facility. Distributing a single prepared statement concisely summarizing the project purpose and the joint funding from EPA and community resources can reach a wide audience as the statement goes through multiple news outlets.

If the recipient decides on a public and/or media event to publicize the accomplishment of significant events related to the project as a result of EPA support, the recipient must provide EPA with at least ten working days' notice of the event and the opportunity to attend and participate in the event.

Recipients that will implement this requirement through use of a newsletter, periodical, or press release should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Inserts and/or Pamphlets in Water/Sewer Bills

Utilities can consider including a single-page insert within water and sewer bills that are mailed to residents and users in the affected community. This approach would effectively publicize the project to those individuals directly benefitting from the project. The flyer or insert could emphasize the environmental and public health benefits to the community.

Recipients that will implement this requirement through use of inserts and/or pamphlets in water/sewer bills should ensure the following are included:

- Name of facility, project, and community
- Project is wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Implementation Option: Online and/or Social Media Publicity

Many communities are increasingly finding that the internet is the most cost-effective approach to publicizing their projects and reaching a broad audience of stakeholders. Online "signage" should follow the minimum information guidelines above and may appear on the town, community, and/or facility website if available. In some cases, communities may be active on social media sites such as Facebook or X, formally known as Twitter. These can be used as an opportunity for publicizing projects and information about how EPA funds are being used in the community.

These online announcements/notices may be appropriate for settings where physical signage would not be visible to a wide audience. They can be a more cost-effective option than traditional signs or publicity in print media outlets. This option may be most useful where the community's website is a well-recognized source of information for its residents.

In the case of some projects, such as nonpoint source, there might be additional opportunities for online publicity through partner agencies or organizations. This could take place either on the organization's website or through other social media outlets.

Projects that will implement this requirement through use of online and/or social media publicity should ensure the following are included:

- Name of facility, project, and community

- Project was wholly or partially funded with EPA funding
- Brief description of the project
- Brief listing of water quality benefits to be achieved

Suggested Language for Alternate Options

For any of the alternate implementation options listed above, recipients have discretion to structure their signage as they see appropriate. The language below is offered as an option for use in posters, pamphlets, brochures, press releases, and/or online materials. Communities may consider using the following:

“Construction of upgrades and improvements to the [Name of Facility, Project Location, or WWTP] were financed by the grant funding administered by the U.S. Environmental Protection Agency (EPA). EPA's Community Grant Program. This project will (description of project) and will provide water quality benefits [details specifying particular benefits] for community residents and businesses in and near (name of town, city, and/or water body or watershed to benefit from project.)

For projects in certain areas, recipients should consider whether it is appropriate to include additional details about the project. Specific benefits, such as reduction of CSO events, lessening of nutrient pollution, reducing contaminant levels or water pumping costs, or improvements to a particular water body, may be of interest to community residents. In these cases, including additional detail would further serve to showcase positive efforts financed by EPA. Additionally, recipients may elect to detail improvements in energy efficiency or water conservation achieved by project upgrades. If the project includes green infrastructure components such as rain gardens and green roofs that have environmental and aesthetic benefits to the community, these can be described briefly as well. Again, this additional information can be included at the discretion of the recipient when it is appropriate, given the project type, location, and the type of signage or publicity effort selected.

G. Public or Media Events

The recipient will notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to the project as a result of EPA support and provide the opportunity for attendance and participation by federal representatives with at least ten working days notice.

H. Federal Cross-cutting Requirements/Other Applicable Federal Laws

Recipient must comply with federal cross-cutting requirements as well as other applicable federal laws as provided in EPA's [Community Grants Program Final Implementation Guidance](#). For additional information on cross-cutting requirements, as well as applicability for recipients and subrecipients, visit <https://www.epa.gov/grants/epa-subaward-cross-cutter-requirements>.

I. American Iron and Steel (AIS)

AIS requirements apply to State Revolving Fund assistance agreements signed on or after January 17, 2014, including all treatment works projects funded by a CWSRF assistance agreement and all public water system projects funded by a DWSRF assistance agreement. Based on the directive Congressional language in the FY 2022, FY 2023, and FY 2024 Consolidated Appropriations Acts' (i.e., “Applicable Federal requirements that would apply to a Clean Water State Revolving Fund or Drinking Water State Revolving Fund project grant recipient shall apply to a grantee receiving a CPF grant under this section”), AIS requirements apply to this award agreement.

(a) *Definitions.* As used in this award term and condition—

(1) “iron and steel products” mean the following products made primarily of iron or steel, where “primarily” means 50% or greater iron/steel, measured by materials costs: 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 ferrous construction materials.

(2) “steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

(b) *Domestic preference.*

(1) This award term and condition requires that all iron and steel products used for a project for the construction, alteration, maintenance or repair of a public water system or treatment work are produced in the United States except as provided in paragraph (b)(2) of this section and condition. “Produced in the United States means all manufacturing processes, beginning with initial melting, must occur in the United States.

(2) This requirement shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency finds that—

- (i) applying the requirement would be inconsistent with the public interest;
- (ii) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or
- (iii) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(3) The Build America, Buy America (BABA) Act requirements do not supersede the AIS requirements, and both provisions still apply and work in conjunction. Compliance with AIS requirements meets the BABA requirements for iron and steel.

(c) *Request for a Waiver under (b)(2) of this section*

(1) Any recipient request to use foreign iron or steel products in accordance with paragraph

(b)(2) of this section shall include adequate information for federal Government evaluation of the request, including—

- (i) A description of the foreign and domestic iron and/or steel, ;
 - (ii) Unit of measure;
 - (iii) Quantity;
 - (iv) Cost;
 - (v) Time of delivery or availability;
 - (vi) Location of the project;
 - (vii) Name and address of the proposed supplier; and
 - (viii) A detailed justification of the reason for use of foreign iron or steel products cited in accordance with paragraph (b)(2) of this section.
- (2) If the Administrator receives a request for a waiver under this section, the waiver request shall be made available to the public for at least 15 days prior to making a finding based on the request.
- (3) Unless the Administrator issues a waiver of this term, use of foreign iron and steel products is noncompliant with Section 608 of the Clean Water Act and Section 1452(a)(4) of the Safe Drinking Water Act.

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

J. Build America, Buy America Act (BABA)

This term and condition supplements the “Build America, Buy America” term and condition included in EPA's [General Terms and Conditions](#).

(a) Definitions.

As used in this award term and condition —

(1) “Build America, Buy America Preference” means the “domestic content procurement preference” set forth in section 70914 of the Build America, Buy America Act, which requires the head of each Federal agency to ensure that none of the funds made available for a Federal award for an infrastructure project may be obligated unless all of the iron, steel, manufactured products, and construction materials incorporated into the project are produced in the United States.

(2) “Infrastructure” encompasses public infrastructure projects in the United States, which includes, at a minimum, the structures, facilities,

and equipment for roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property; and structures, facilities, and equipment that generate, transport, and distribute energy including electric vehicle (EV) charging.

(3) "Infrastructure Project" means any activity related to the construction, alteration, maintenance, or repair of infrastructure in the United States regardless of whether infrastructure is the primary purpose of the project.

(b) Domestic Preference.

This term and condition implements the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58, §§70901-52. None of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard that meets or exceeds this standard has been established under applicable law or regulation for determining the minimum amount of domestic content of the manufactured product; and

(3) all construction materials are manufactured in the United States. All manufacturing processes for the construction material occurred in the United States. Construction materials includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- fiber optic cable (including drop cable);
- optical fiber;
- glass (including optic glass);
- lumber;
- drywall; and
- engineered wood.

(4) The Build America, Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

(c) Waiver Request.

(1) When necessary, recipients may apply for a waiver from these requirements.

(2) A request to waive the application of the domestic content procurement preference must be in writing and submitted following the waiver instructions at <https://www.epa.gov/cwsrf/build-america-buy-america-baba>.

(3) Waiver requests are subject to public comment for at least 15 days prior to making a finding based on the request.

(4) Waiver requests are subject to review by the Office of Management and Budget's Made in America Office.

(5) There may be instances where an award qualifies, in whole or in part, for an existing waiver described at <https://www.epa.gov/cwsrf/build-america-buy-america-baba-approved-waivers>.

(6) The U.S. Environmental Protection Agency may grant a waiver based upon one of the exceptions as established in Section 70914(b) of the Infrastructure Investment and Jobs Act and further described in the Office of Management and Budget Memorandum M-24-02-.

(7) Any recipient waiver request to use foreign iron, steel, manufactured products, and/or construction materials in an infrastructure project shall include adequate information for the Federal Government evaluation of the request, including—

i. The Federal Award Identification Number (FAIN);

ii. Location and description of the project;

iii. Total cost of infrastructure expenditures, including federal and non-federal funds;

iv. List of iron or steel item(s), manufactured products, and construction material(s) proposed to be excepted from Buy America requirements, including name, cost, country(ies) of origin (if known), relevant Product Services Code (PSC) and North American Industry Classification System (NAICS) code for each, unit of measure, quantity, time of delivery or availability, and name and address of the proposed supplier;

v. Project schedule including earliest targeted installation dates of items requested to be waived;

vi. A detailed justification of the reason for use of foreign iron, steel, manufactured products, and/or construction materials;

vii. Recipient's Unique Entity Identifier (UEI);

vii. Anticipated impact if no waiver is issued; and

viii. A certification that the federal official or assistance recipient made a good faith effort to solicit bids for domestic products supported by terms included in requests for proposals, contracts, and nonproprietary communications with the prime contractor.

(8) Unless a waiver applies, use of foreign iron, steel, manufactured products, and/or construction materials that are consumed in, incorporated into, or affixed to an infrastructure project is noncompliant with this term and condition pursuant to the Infrastructure Investment and Jobs Act, Pub. L. No. 117-58, including Build America, Buy America Act, Pub. L. No. 117-58 §§70901-52.

(d) Waiver Evidence Submission.

(1) The recipient must maintain documentation of any use of materials which are considered de minimis and are covered by an [existing waiver](#) (e.g. miscellaneous, generally low-cost products that are essential for construction and are incorporated into the physical structure of the project) with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

(2) If the recipient seeks coverage under an existing general applicability [BABA waiver](#), the recipient agrees to submit available evidence to the EPA Project Officer to support such a determination as identified in the BABA waiver. The recipient shall maintain this evidence with grant project files for a period of three years from the date of submission of the final expenditure report, in accordance with [2 CFR 200.334](#).

K. Environmental Review

Choose one condition from the five below based on NEPA findings. Delete the four that do not apply. Include additional terms and conditions related to mitigation measures necessary for compliance with cross-cutting environmental laws and executive orders identified during the environmental review, as applicable.

In accordance with the requirements of the National Environmental Policy Act, EPA has issued a categorical exclusion for this project in accordance with provisions in [40 CFR Part 6](#). If EPA determines that a categorical exclusion is not appropriate for this project, the recipient agrees to submit information necessary for EPA to prepare an Environmental Assessment and issue a Finding of No Significant Impact. If the scope of the project changes, the recipient understands that additional environmental review may be necessary.

L. Davis-Bacon Labor Standards

1. Program Applicability

a. Program Name: Community Grants Program

b. Statutes requiring compliance with Davis-Bacon:

- Consolidated Appropriations Act, 2022 (P.L. 117-103);
- Consolidated Appropriations Act, 2023 (P.L. 117-328); and
- Consolidated Appropriations Act, 2024 (P.L. 118-42)

c. Activities subject to Davis-Bacon:

- **For Community Grants Projects that are inclusive of CWSRF-eligible activities:** Treatment works constructed in whole or in part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.
- **For Community Grants Projects that are inclusive of DWSRF-eligible activities:** Any construction project carried out in whole or part with assistance made available by the FY 2022, FY 2023, and/or FY 2024 Consolidated Appropriations Acts discussed in section b.

d. The recipient must work with the appropriate authorities to determine wage classifications for the specific project(s) or activities subject to Davis Bacon under this grant (or cooperative agreement).

2. Davis-Bacon and Related Acts

Davis-Bacon and Related Acts (DBRA) is a collection of labor standards provisions administered by the Department of Labor, that are applicable to grants involving construction. These labor standards include the:

- Davis-Bacon Act, which requires payment of prevailing wage rates for laborers and mechanics on construction contracts of \$2,000 or more;
- Copeland "Anti-Kickback" Act, which prohibits a contractor or subcontractor from inducing an employee into giving up any part of the compensation to which he or she is entitled; and
- Contract Work Hours and Safety Standards Act, which requires overtime wages to be paid for over 40 hours of work per week, under contracts in excess of \$100,000

3. Recipient Responsibilities When Entering Into and Managing Contracts:

a. **Solicitation and Contract Requirements:**

i. **Include the Correct Wage Determinations in Bid Solicitations and Contracts:** Recipients are responsible for complying with the procedures provided in [29 CFR 1.6](#) when soliciting bids and awarding contracts.

ii. **Include DBRA Requirements in All Contracts:** Include the following text on all contracts under this grant:

"By accepting this contract, the contractor acknowledges and agrees to the terms provided in the [DBRA Requirements for Contractors and Subcontractors Under EPA Grants](#)."

b. **After Award of Contract:**

i. **Approve and Submit Requests for Additional Wages Rates:** Work with contractors to request additional wage rates if required for contracts under this grant, as provided in [29 CFR 5.5\(a\)\(1\)\(iii\)](#).

ii. **Provide Oversight of Contractors to Ensure Compliance with DBRA Provisions:** Ensure contractor compliance with the terms of the contract, as required by [29 CFR 5.6](#).

4. Recipient Responsibilities When Establishing and Managing Additional Subawards:

a. Include DBRA Requirements in All Subawards (including Loans):

Include the following text on all subawards under this grant:

"By accepting this award, the EPA subrecipient acknowledges and agrees to the terms and conditions provided in the [DBRA Requirements for EPA Subrecipients](#)."

b. Provide Oversight to Ensure Compliance with DBRA Provisions: Recipients are responsible for oversight of subrecipients and must ensure subrecipients comply with the requirements in [29 CFR 5.6](#).

5. The contract clauses set forth in this Term & Condition, along with the correct wage determinations, will be considered to be a part of every prime contract covered by Davis-Bacon and Related Acts (see [29 CFR 5.1](#)), and will be effective by operation of law, whether or not they are included or incorporated by reference into such contract, unless the Department of Labor grants a variance, tolerance, or exemption. Where the clauses and applicable wage determinations are effective by operation of law under this paragraph, the prime contractor must be compensated for any resulting increase in wages in accordance with applicable law.

M. Equipment Disposition (for non-state recipients only)

As applicable: if not following EPA's default disposition instructions at EPA General Term and Condition titled "Tangible Personal Property" which is allowing the recipient to keep the equipment and use it on the project or on other federally funded projects. In accordance with [2 CFR 200.313](#), when original or replacement equipment acquired under this agreement is no longer needed for the original project or program or for other activities currently or previously supported by EPA, the recipient must request disposition instructions from the EPA Project Officer.

N. Sites, Easements, and Rights-of-Way (Include as applicable)

The recipient must submit a written legal opinion from a licensed attorney in the State where the real property is located (i.e., a title opinion) that the necessary sites, easements, and/or rights-of-way have been obtained and that they are free of any restrictions or encumbrances that might restrict their use for the purpose intended to be carried out under the assistance agreement. The opinion shall address:

- the title examination conducted;
- the validity of the form and substance of the legal instruments creating the sites, easements, and/or rights-of-way for the purposes intended;
- whether the legal instruments adequately confer upon the recipient the necessary sites, easements, and/or rights-of-way to carry out the project for the purposes intended; and
- whether the legal instruments have been properly recorded in the appropriate public land records of each county, town, district, province, etc. in which any of the land affected thereby is situated.

The recipient must submit the opinion to EPA no later than the time at which the recipient requests approval to award contracts where sites, easements, or rights-of-way are involved, or as soon as practicable thereafter if a contract has been executed or performance under the contract has begun.

O. Operation and Maintenance (Include as applicable)

The recipient agrees that that it will properly operate and maintain all facilities that are partially or wholly funded by this grant for the useful life of the facilities as described below.

Useful Life Timeframes

- Land - Permanent
- Wastewater/Water Conveyance Structures: collection systems, pipes, interceptors, force mains, tunnels, distribution lines, etc. - 40 years
- Other Structures: plant buildings, concrete tankage, basins, lift stations and pump station structures, inlet structures, etc. - 30 years

- Wastewater and Drinking Water Process Equipment - 15 years
- Auxiliary Equipment - 10 years

APPENDIX “E” TO SPECIAL PROVISIONS
EPA’S FINANCIAL ASSISTANCE INFRASTRUCTURE PROGRAMS
BUILD AMERICA, BUY AMERICA (BABA)



EPA's Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Act

Introduction

This report reflects the Environmental Protection Agency's initial analysis of programs and associated Build America, Buy America (BABA) requirements required by section 70913 of the Infrastructure Investment and Jobs Act (IIJA). As required by section 70913(a)(2) of IIJA, EPA will publish a Notice in the Federal Register advising the public of the availability of the report which will be posted at EPA's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act <<https://epa.gov/grants/epas-financial-assistance-infrastructure-programs-subject-build-america-buy-america-act>>

Our initial analysis errs on the side of inclusiveness, based on the agency's current understanding of IIJA and the imminent timing requirements for reporting in the Act. After OMB releases implementation guidance subject to section 70915 of IIJA, EPA will work closely with OMB to ensure that appropriate agency programs that are subject to BABA are administered with applicable requirements in place and will adhere to forthcoming OMB guidance. EPA intends to update the initial analysis, if necessary, as additional information regarding EPA financial assistance programs subject to section 70913 reporting requirements becomes available.

Explanatory Notes

The report is in the form of a spread sheet that provides information, by Assistance Listing Number, for all EPA Financial Assistance Programs that may fund "infrastructure projects" as those terms are defined in section 70912(5) and (7) of IIJA. Each column in the spread sheet provides information required by section 70913(b) of IIJA as well as additional information EPA has determined to be relevant.

The spread sheet does not address the domestic preference requirements in 23 U.S.C. 313, 49 U.S.C. 5323(j), 49 U.S.C. 22905(a), and 49 U.S.C. 50101 which are covered in section 70913(b)(2)(A) through (D) of IIJA. These statutes do not apply to EPA. Our report does include information on how EPA implements the American iron and steel requirements in section 603 of the Federal Water Pollution Control Act (33 U.S.C. 1388), section 1452(a)(4) of the Safe Drinking Water Act (42 U.S.C. 300j-12(a)(4)) and section 5035 of the Water Infrastructure Finance and Innovation Act of 2014 (33 U.S.C. 3914) which are applicable to certain EPA financial assistance programs.

EPA has met the requirement in section 70913(b)(3) of IIJA to " . . . provide details on any domestic content procurement preference requirement applicable to an EPA Federal financial assistance program for infrastructure, including the purpose, scope, applicability, and any exceptions and waivers issued under the requirement . . . " in two ways. For the statutory American iron and steel requirements cited above that are applicable to certain EPA financial assistance programs, the agency has provided program specific responses. All other EPA financial assistance programs that may fund infrastructure projects are only subject to the Government-wide domestic preference provisions of 2 CFR 200.322. This regulation requires:

As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

EPA provides recipients with guidance on complying with 2 CFR 200.322 on pp. 13 and 14 of our Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements <<https://epa.gov/grants/best-practice-guide-procuring-services-supplies-and-equipment-under-epa-assistance>>. The Agency has not provided any waivers of the requirements of 2 CFR 200.322.

In columns M and N of the spread sheet, EPA has provided information on the number of entities participating in the program and the amount of Federal funds available for each program for Fiscal years 2019, 2020 and 2021 pursuant to section 70913(b)(4)(A)

and (B) of IIJA. This information is based on monetary assistance awards (obligations) made during each FY per CFDA/Assistance Listing number, unless otherwise noted.

As directed in Executive Order 14005: Ensuring the Future is Made in All of America By All of America's Workers [\[E\]](#), EPA is fully committed to promoting the use of domestically produced goods in the performance of EPA financial assistance agreements. The information we developed to meet the reporting requirements in section 70193 of IIJA will assist us in meeting this commitment. Any questions regarding our report should be directed to EPA_Grants_Info@epa.gov.

View EPA's Identification of Federal Financial Assistance Infrastructure Programs Subject to the Build America, Buy America Provisions of the Infrastructure Investment and Jobs Act <<https://epa.gov/grants/epas-identification-federal-financial-assistance-infrastructure-programs-subject-build-0>>

Last updated on December 20, 2025

APPENDIX “F” TO SPECIAL PROVISIONS
DAVIS-BACON AND RELATED ACTS (DBRA) REQUIREMENTS
FOR CONTRACTORS & SUBCONTRACTORS UNDER EPA GRANTS

DBRA Requirements for Contractors and Subcontractors Under EPA Grants

The contractor acknowledges that by entering into this contract with a contracting agency, funded by an Environmental Protection Agency assistance agreement (grant), the contractor agrees to comply with the following terms and conditions in accordance with [29 CFR 5.5](#), if this contract is for activities covered under Davis-Bacon and Related Acts (DBRA) and exceeds (or will exceed) \$2,000. Definitions for many of the terms used below are provided in [29 CFR 5.2](#).

For the purposes of this clause, non-Federal entities that enter into contracts with contractors are considered “contracting agencies”. Contracting agencies may be EPA grant recipients and/or subrecipients at any tier (including borrowers). “Contracting officers” work for contracting agencies.

(a) Required Contract Clauses

(1) Minimum Wages

(i) Wage rates and fringe benefits

All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(v) 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph (a)(4) of this section.

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 classifications and wage rates conformed under paragraph (a)(1)(iii) of this section) and the [Davis-Bacon poster \(WH-1321\)](#) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) Frequently recurring classifications

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR Part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

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

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

(iii) Conformance

(A) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

- (1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (2) The classification is used in the area by the construction industry; and
- (3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

(C) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days

of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(E) The contracting officer must promptly notify the contractor of the action taken by the [Wage and Hour Division under paragraphs \(a\)\(1\)\(iii\)\(C\) and \(D\)](#) of this section. The contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iv) Fringe benefits not expressed as an hourly rate

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

(v) Unfunded plans

If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in [§ 5.28](#), that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(vi) Interest

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

(2) Withholding

(i) Withholding requirements

The EPA, grant recipient, subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be

considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in [§ 5.2](#)).

The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work (or otherwise working in construction or development of the project under a development statute) all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the **EPA, grant recipient, subrecipient at any tier, and/or contracting agency** may on its own initiative and after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) Priority to withheld funds

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

- (A) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (B) A contracting agency for its procurement costs;
- (C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (D) A contractor's assignee(s);
- (E) A contractor's successor(s); or
- (F) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

(3) Records and certified payrolls

(i) Basic record requirements

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the

work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under paragraph (a)(1)(v) of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

(ii) Certified payroll requirements

(A) Frequency and method of submission

The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the **contracting agency** if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the certified payrolls to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **contracting agency**. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph (a)(3)(i)(B) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each

worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH–347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347/.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the sponsoring government agency (or the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a “Statement of Compliance,” signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

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

(D) Use of Optional Form WH–347

The weekly submission of a properly executed certification set forth on the reverse side of [Optional Form WH–347](#) will satisfy the requirement for submission of the “Statement of Compliance” required by paragraph (a)(3)(ii)(C) of this section.

(E) Signature

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

(F) Falsification

The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

(G) Length of certified payroll retention

The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) Contracts, subcontracts, and related documents

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

(iv) Required disclosures and access

(A) Required record disclosures and access to workers

The contractor or subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents that **the EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by [§ 5.1](#), available for inspection, copying, or transcription by authorized representatives of the **EPA, recipient, or subrecipient at any tier, and/or contracting agency**, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

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

(C) Required information disclosures

Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the **Environmental Protection Agency** if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the Federal agency is not such a party to the contract, the contractor, subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the **EPA, recipient, or subrecipient at any tier, contracting agency**, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

(4) Apprentices and Equal Employment Opportunity

(i) Apprentices

(A) Rate of pay

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

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

(ii) Equal employment opportunity

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

(5) is reserved

(6) *Subcontracts*

The contractor or subcontractor must insert in any subcontracts the clauses contained in paragraphs (a)(1) through (11) of this section or a link to the **DBRA Requirements for Contractors and Subcontractors Under EPA Grants** document on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage, along with the applicable wage determination(s) and such other clauses or contract modifications as the Environmental Protection Agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate.

(7) – (9) are reserved

(10) *Certification of Eligibility*

(i) By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or [§ 5.12\(a\)](#).

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

(11) *Anti-Retaliation*

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

(i) Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

For contracts over \$100,000, additional Terms and Conditions apply. The DBRA Requirements for Contracts in Excess of \$100,000 Under EPA Grants document is available on EPA's [Contract Provisions for Davis-Bacon and Related Acts](#) webpage provides the additional requirements provided under [29 CFR 5.5](#).

APPENDIX “G” TO SPECIAL PROVISIONS
BEST PRACTICES GUIDE FOR PROCUREMENT SERVICES
UNDER EPA ASSISTANCE AGREEMENTS

Best Practice Guide for Procuring Services, Supplies, and Equipment Under EPA Assistance Agreements

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Introduction.

As a recipient or subrecipient of EPA financial assistance agreement (grants and cooperative agreements), you will likely find it necessary to purchase or “procure” professional services, supplies or equipment, in order to complete the work under your EPA awards. EPA developed this Best Practice Guide to help recipients and subrecipients other than states and Indian Tribes meet federal requirements contained in the Procurement Standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards published at [2 CFR \(Code of Federal Regulations\) Part 200](#) when making such purchases.¹ **If you have questions regarding any of the matters addressed in this guidance, EPA encourages you to contact your Grants Specialist.**

As provided in [2 CFR 200.317](#), with limited exceptions, states and Indian Tribes follow the same policies and procedures they follow for procurements financed with non-Federal funds.² This Guide should, however, be useful to state and Tribal pass-through entities when monitoring subrecipient compliance with 2 CFR Part 200 because the Procurement Standards “flow down” to subrecipients other than borrowers in EPA revolving loan fund capitalization grant programs.³

EPA has determined that Intertribal Consortia that meet the requirements of [40 CFR 35.504](#) are covered by [2 CFR 200.317](#) when performing EPA financial assistance agreements even if the Intertribal Consortia is incorporated as a nonprofit organization. Note that the Intertribal Consortia must establish those policies and procedures for this regulation to supersede the competition requirements in [2 CFR 200.318](#), [2 CFR 200.319](#), and [2 CFR 200.320](#). In addition to its own policies and procedures, the Intertribal Consortia must also comply with the following procurement standards: [2 CFR 200.321](#) as implemented in [40 CFR Part 33](#), [2 CFR 200.322](#), [2 CFR 200.323](#), and [2 CFR 200.327](#).

Overview.

This Guide describes the financial transactions covered by the competitive procurement requirements and other rules you must follow when awarding and administering EPA funded contracts. **With very few exceptions, recipients and subrecipients must follow a competitive**

¹ As provided at 2 CFR 200.110, “The standards set forth in this part affecting the administration of Federal awards by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this part becomes final.”

² States and Indian Tribes are subject to the requirements of the Build America, Buy America provisions of the Infrastructure Investment and Jobs Act (P.L. 117-58, §§70911-70917) and at [2 CFR 200.322](#) for domestic preferences for procurement and at [2 CFR 200.323](#) for Procurement of recovered materials and any contract clauses required by [2 CFR 200.327](#). All recipients, including states and Indian Tribes, must comply with EPA’s rules for disadvantaged business enterprises at [40 CFR Part 33](#) which supplement [2 CFR 200.321](#).

³ *Pass-through entities*, as defined at [2 CFR 200.1](#), are recipients or subrecipients who provide subawards to eligible subrecipients (including lower tier subrecipients) to carry out part of a Federal program.

process when using EPA funds to purchase supplies, equipment and professional services in amounts that exceed their “micro-purchase” threshold.⁴ Other rules cover purchasing systems, conflicts of interest, cost and price analyses, required contract clauses, and bonding requirements for construction. This Guide also provides guidance on unique EPA limitations regarding expenditures for consulting services.

Differences between procurement contracts and other financial transactions.

It is very important to accurately characterize financial transactions you enter into with EPA funds. There are five basic ways to transfer funds to individuals, organizations, companies and government agencies to perform your EPA assistance agreements. The rules differ depending on the type of transaction. Information to help you accurately characterize financial transactions is provided below. EPA has also published detailed Frequent Questions (FQ) to further assist you in characterizing financial transactions at [EPA Subaward Frequent Questions](#). Note that referring to a financial transaction as a “partnership” does not determine the proper characterization of the transaction or the rules that apply.

1. You may hire personnel or pay current employees to perform work under the assistance agreement.
 - a. An individual must be on your organization’s payroll (i.e., receive a W-2) for tax purposes to be considered an employee. Requirements for documenting the proper use of EPA funds to compensate employees are found at [2 CFR 200.430](#) (wages) and [2 CFR 200.431](#) (fringe benefits).
 - b. Consultants or “contract employees” such as outside experts or training instructors who typically receive IRS Form 1099 for tax records are not considered employees for the purposes of your EPA assistance agreement. They are contractors.
2. You may procure supplies, equipment or professional services from individuals or companies through procurement contracts. You must have a system in place for administering contracts, ensuring that there are no conflicts of interest, conducting cost or price analyses when required and including contract clauses required by 2 CFR Part 200. EPA also has unique requirements which limit the amount you may pay individual consultants in certain cases. These requirements are discussed in more detail below.

⁴ As provided in the definition of *Micro-purchase threshold* at [2 CFR 200.1](#), the amount of the general micro-purchase threshold for procurements made with Federal financial assistance is the same as the *Micro-purchase threshold* at [48 CFR 2.101](#) for direct Federal procurement. The current micro-purchase threshold is \$10,000 although the threshold is subject to adjustment based on inflation. Some recipients may establish micro-purchase thresholds up to \$50,000 subject to the requirements of [2 CFR 200.320\(a\)\(1\)\(iv\)](#) or higher than \$50,000 with the approval of their cognizant Federal agency for indirect costs as provided in [2 CFR 200.320\(a\)\(1\)\(v\)](#).

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3. You may fund a program or project that carries out a public purpose through a subaward of financial assistance to an eligible organization. Subawards usually may be entered into without competition so differentiating between procurement contracts and subawards is particularly important.
- a. A subaward may take any form. Even if you refer to it as a contract—it is the substance of the transaction that matters. 2 CFR Part 200 provides guidance at [2 CFR 200.331](#) for determining whether a transaction is a subaward or procurement contract and at [2 CFR 200.332](#) for overseeing and managing subrecipients. EPA has supplemented 2 CFR Part 200 guidance through EPA's Subaward Policy (Appendix A) and Frequent Questions which are available at [Grants Policy Issuance \(GPI\) 16-01: EPA Subaward Policy for EPA Assistance Agreement Recipients](#). Transactions between recipients or subrecipients and for-profit firms or individual consultants are procurement contracts with very few exceptions. There also may be situations in which you enter into a procurement contract with a non-profit organization for commercially available services such as accounting.
 - b. EPA generally considers transactions between recipients or subrecipients and Federal agencies, non-Federal units of government, institutions of higher education, and non-profit organizations to be subawards regardless of whether the instrument is referred to as a contract. Subrecipients must comply with the regulations on procurement in [2 CFR Part 200](#) when procuring services, supplies or equipment. Pass-through entities are responsible for ensuring that their subrecipients procure services, equipment and supplies in compliance with 2 CFR Part 200 standards.
 - c. In certain situations, a recipient or subrecipient may use micro-purchases rather than subawards for efficiency reasons to provide small amounts of financial assistance to eligible subrecipients. Micro-purchase amounts generally do not exceed \$10,000. EPA provides detailed guidance on this practice in the [EPA Subaward Policy Frequent Questions](#). Essentially, recipients and subrecipient may not use micro-purchase procedures to simply transfer funds to another recipient or subrecipient. The transaction must finance tangible work that will be performed in accordance with the terms of the micro-purchase agreement and be appropriately documented through invoices or similar accounting records. Recipients that are subject to the definition of *Modified total direct costs* in [2 CFR 200.1](#) when distributing indirect costs may not use micro-purchases in lieu of subawards when the amount of the micro-purchase exceeds \$50,000 even if their authorized micro-purchase threshold is more than that amount.

The policy of allowing recipients and subrecipients to use micro-purchase procedures in lieu of subawards does not apply when a statute or regulation requires a pass-through entity to use subawards. For example, under section 6 of the Environmental Education Act recipients of pass-through funding must use

25% of the amount of the EPA grant for subawards of \$5,000 or less. Micro-purchase procedures may not be used in these circumstances.

Additional information on micro-purchases is available in Section 2, Competition Thresholds, of the **Competition** chapter of this Guide.

4. You may transfer funds between agencies of the same unit of government under interagency service agreements or intergovernmental orders provided for at [2 CFR 200.417](#) or between departments of an Institution of Higher Education (IHE).
 - a. Transfers of funds between agencies of the same unit of government (e.g. state, Tribal and local governments) are typically not procurement contracts for the purposes of the 2 CFR Part 200 unless state, Tribal or local law provides otherwise. EPA also does not consider intragovernmental transfers to be subawards subject to 2 CFR Part 200's management and monitoring requirements of [2 CFR 200.332](#) unless state, Tribal or local law provides otherwise.
 - b. Transfers of funds between departments of IHEs are typically not procurement contracts or subawards but are governed by the IHE's internal accounting practices for federal funds.
 - c. Additional guidance on internal transfers is available in the [EPA Subaward Policy Frequent Questions](#).
5. You may support the participation of an individual in your EPA-funded program through the payment of stipends, travel allowances, registration fees, temporary dependent care, and similar *Participant support costs* under [2 CFR 200.1](#) and [200.456](#). Additionally, as provided at [2 CFR 1500.1](#) and [EPA Guidance on Participant Support Costs](#), you may also provide rebates, subsidies and similar financial incentives to encourage companies to participate in EPA funded programs that promote environmental stewardship. These transactions are neither procurement contracts nor subawards.
 - a. Examples of participant support costs for individual program beneficiaries include stipends paid to interns who are not employees of your organization, registration fees for community members attending conferences, and temporary dependent care and travel support for individuals who are not employees of your organization to enable them to participate in training, work groups, and research projects.
 - b. Examples of allowable rebates and subsidies include payments made to transportation companies or individual owner-operators of trucks to offset the costs of purchasing pollution control technologies as authorized by the Diesel Emissions Reduction Act or EPA's annual appropriations acts. Other rebates and subsidies include incentives paid to farmers to adopt best management practices for control of non-point source water pollution authorized under section 319 of the Clean Water Act and payments made to businesses to install source

reduction technologies as authorized by section 6605 of the Pollution Prevention Act.

- c. The updates to 2 CFR Part 200, effective October 1, 2024, removed the requirement at 2 CFR 200.407 for recipients to obtain prior written approval for participant support costs. However, you still must have prior written EPA approval to re-budget funds EPA has provided for participant support costs to other budget categories under 2 CFR 200.305(f)(5).

Regulations Governing Procurement Contracts.

Procurement Standards are at [2 CFR 200.317](#) through [200.327](#) of [2 CFR Part 200](#). The standards for the allowability of professional service costs are found at [2 CFR 200.459](#). Requirements for supplies are set forth at [2 CFR 200.314](#), and equipment is covered by [2 CFR 200.313](#). Additional information regarding the difference between equipment and supplies is provided below. What is important for the purposes of this guidance is that services, supplies and equipment must be purchased or leased in compliance with the 2 CFR Part 200 Procurement Standards. Additionally, EPA has regulations at [40 CFR Part 33](#) (discussed below) requiring that recipients and subrecipients make good faith efforts to contract with Disadvantaged Business Enterprises (DBEs).

Some other EPA regulations may establish purchasing requirements that apply to certain programs. These regulations include those for [Superfund Technical Assistance Grants \(TAG\) \(40 CFR Part 35, Subpart M\)](#) and [Superfund Cooperative \(40 CFR Part 35, Subpart O\)](#). If you are a recipient of a TAG or Superfund Cooperative Agreement, review the applicable rule to ensure you comply with the specific requirements for your assistance agreement.

Basic requirements for procurement system.

2 CFR Part 200's Procurement Standards are designed to ensure that purchases are made at a reasonable price in a fair and openly competitive way. You must also document your procurement decisions in a manner that will ensure that the transactions have met Federal requirements. Many organizations that receive EPA financial assistance have their own procurement systems. If you have your own system that meets the minimum standards of 2 CFR Part 200, you may use that system. If your system and procurement requirements do not meet 2 CFR Part 200's minimum requirements, you may amend the system or your procurement requirements to meet 2 CFR Part 200 requirements. In any event, **you must conduct your procurements in accordance with the minimum 2 CFR Part 200 requirements even if your own procurement system has less stringent standards (e.g. for noncompetitive procurement / sole-source contracts).**

The following sections of this guidance are based on and provide cross-references to the applicable regulations and can help ensure you have an adequate procurement system. These are minimum standards and your organization may establish more comprehensive procedures.

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1. Your procurement procedures must be documented and comply with state, local or Tribal laws and regulation as well as Federal laws and 2 CFR Part 200. [2 CFR 200.318\(a\)](#).
 2. You must oversee EPA-funded contracts to ensure contractors perform in accordance with the terms and conditions of the contract. [2 CFR 200.318\(b\)](#)
 3. You must avoid procuring unnecessary or duplicative items and procure economically by consolidating or breaking out items to obtain discounts. Leasing equipment rather than purchasing may be more economical as indicated in the discussion below on equipment. [2 CFR 200.318\(d\)](#).
 4. EPA encourages recipients and subrecipients to enter into intergovernmental or inter-entity agreements to competitively procure common goods and services. [2 CFR 200.318\(e\)](#). For example, some states have contracts with environmental consultants that local governments may also use to acquire consulting services without further competition. Two or more recipients or subrecipients could also solicit offers for common services such as developing web sites or laboratory analysis and share the cost of the contract. Recipients and subrecipients should document how the costs are allocated, the competitive procedures used to select the contractor, and the basis for selecting the individual or firm awarded the contract.
 5. Recipients should consider obtaining excess or surplus Federal personal property from the General Services Administration in lieu of purchasing new equipment. [2 CFR 200.318\(f\)](#). Additional information on obtaining surplus property from the General Services Administration is available by clicking the link [here](#).
 6. If you are carrying out a construction project, consider using “value engineering” clauses to reduce costs. [2 CFR 200.318\(g\)](#) : “Value engineering means analyzing each contract item or task to ensure its essential function is provided at the overall lowest cost” [48 CFR PART 48—VALUE ENGINEERING](#).
 7. Evaluate potential contractors’ performance histories, integrity records, and compliance with public policies and laws. [2 CFR 200.318\(h\)](#). Additional information regarding how to find out if a contractor is eligible to participate in an EPA funded project is provided below under “Suspension and Debarment.”
 8. Document the history of the procurement. Minimum record-keeping requirements include the “. . . rationale for the procurement method, contract type selection, contractor selection or rejection, and the basis for the contract price.” [2 CFR 200.318\(i\)](#). EPA recommends that recipients develop detailed paper or electronic files for each procurement action above the micro- purchase threshold. These files should include documentation of:
 - a. Selection of contract type (e.g. fixed-price or cost reimbursement);
 - b. Independent estimate of the cost for the contract;

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- c. Solicitation of bids or offers and responses from potential contractors or sole-source justification;
 - d. Determination that the price is reasonable;
 - e. Final contract including any clauses required by [2 CFR 200.327](#) and [Appendix II of 2 CFR Part 200](#);
 - f. Amendments to the contract and contract administration actions; and,
 - g. Good faith efforts to contract with Disadvantaged Business Enterprises.

More information on these basic procurement requirements is provided below. Additionally, as required by [2 CFR 200.302\(b\)\(7\)](#) and [200.403](#) recipients and subrecipients must have written procedures for determining that costs are necessary, reasonable and allocable to the EPA assistance agreement. Recipients and subrecipients should, for example, be able to document why an EPA-funded contract is necessary to carry out a particular provision of the scope of work for the agreement. Recipients and subrecipients must also have internal controls as required by [2 CFR 200.302\(b\)\(4\)](#), including procedures to document that contracts were successfully performed (i.e., invoices showing goods and services delivered and accepted) and charges to the agreement for contractual services are accurate and documented.

- 9. EPA is not a party to recipients' or subrecipients' contracts. The recipient and subrecipient alone is responsible for exercising sound business judgment in administering contracts and settling protests, disputes and contractor claims. Recipients and subrecipients must, however, refer violations of law to the appropriate local, state or Federal authority. Refer to [2 CFR 200.318\(k\)](#).

Conflicts of Interest in Procurement.

- 1. Financial Conflicts of Interest. As provided at [2 CFR 200.318\(c\)\(1\)](#):
 - a. No employee, officer, agent, or board member [of a recipient or subrecipient] may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, agent, or board member, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. An employee, officer, agent, and board member of the recipient or subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors.

You must have written standards of conduct to implement these requirements. These standards may include exceptions when financial interests are not substantial / or unsolicited gifts are of nominal value (e.g. coffee mugs, baseball caps, pens and

refrigerator magnets). However, recipients' and subrecipients' codes of conduct must include disciplinary actions for violations.

Note: EPA takes financial conflict of interest violations seriously as reflected in [EPA's Financial Assistance Conflict of Interest Policy](#). The Agency may disallow costs for contracts tainted by conflicts of interest whether the recipient or subrecipient has adopted a code of conduct or not.

2. **Organizational Conflicts of Interest.** Recipients and subrecipients other than states, Indian Tribes or local governments must also maintain written standards of conduct addressing organizational conflicts of interest. "Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the recipient or subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization." [2 CFR 200.318\(c\)\(2\)](#). An example of an organizational conflict of interest is a situation in which a non-profit recipient or subrecipient procures services from a for-profit affiliate with EPA funds. Guidance on relationships that make two organizations affiliated is available at [2 CFR 180.905](#).

Disadvantaged Business Enterprise (DBE) opportunity.

Under [40 CFR 33.301](#), recipients and subrecipients must make good faith efforts to contract with Disadvantaged Business Enterprises (DBEs) whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement. The good faith efforts are required methods to be used by all EPA recipients and subrecipients to ensure DBEs have the opportunity to compete for procurements funded by EPA financial assistance.

In addition, [Appendix A to 40 CFR Part 33](#) requires that each procurement contract signed by an EPA financial assistance agreement recipient and subrecipient 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.

EPA's Office of Small and Disadvantaged Business Utilization (OSDBU) provides DBE resources and Training at [Resources for Small Businesses](#). The competition requirements discussed below must take into consideration the recipient's and subrecipient's obligations under [40 CFR Part 33](#).

Effective April 7, 2025 and until further notice, EPA has suspended multiple provisions of 40 CFR Part 33. For details, please refer to [RAIN-2025-G02](#).

Competition.

1. **You must, to the maximum extent practicable, ensure open and free competition** in your purchasing. [2 CFR 200.319](#). Some situations that are indicators of unnecessarily restricted competition specified in the regulation include:
 - Working with, using sample language or templates from, accepting free services from, or hiring any contractors to develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals for procurements if that contractor will be competing for the resultant contract in violation of 2 CFR 200.319(b).
 - Imposing unreasonable requirements on firms in order for them to compete for your business.
 - Requiring unnecessary experience and excessive bonding.
 - Allowing noncompetitive pricing practices between firms or between affiliated companies.
 - Making noncompetitive awards to consultants that are on retainer contracts.
 - Permitting organizational conflicts of interest.
 - Specifying only a brand name product instead of allowing an equal product to be offered and describing the performance of other relevant requirements of the procurement.
 - Taking arbitrary actions that favor one firm over others.
 - a. Under the Indian Self-Determination and Education and Assistance Act (ISDEAA), as amended, 25 U.S.C 450-458ddd-2 Tribal recipients may give preference to Indian organizations and to Indian-owned economic enterprises when awarding procurement contracts under EPA assistance agreements.⁵ EPA does not interpret the ISDEAA to, in and of itself, authorize sole-source procurements with Indian organizations and Indian- owned economic enterprises. However, Tribal recipients may give preference to these entities when developing lists for soliciting bids and proposals.
 - b. Your written procedures for competitive procurements must ensure that solicitations clearly and accurately describe technical requirements, qualitative factors, and minimum standards while avoiding detailed product specifications that restrict competition. You may use “brand name or equivalent” for supplies and equipment only if it is impractical or too costly to develop clear and accurate

⁵ Indian Organizations and Indian-owned economic organizations are defined at 25 U.S.C. 1452.

technical specifications. Recipients and subrecipients must disclose evaluation factors to offerors. [2 CFR 200.319\(d\)](#).

- c. Recipients and subrecipients may use pre-qualified bidders lists only if the lists are periodically updated, take DBE considerations into account, and include enough sources (at least 3) to ensure maximum open and free competition and sources may qualify during the solicitation period. [2 CFR 200.319\(e\)](#).
- d. The updates to 2 CFR Part 200, effective October 1, 2024, removed the prohibition under 2 CFR 200.319 on geographical preference in the evaluation of bids or proposals.

2. Competition Thresholds.

- a. As authorized by [2 CFR 200.320\(a\)\(1\)](#), recipients and subrecipients may purchase goods and services that do not cost more than the *Micro-purchase threshold* described at [2 CFR 200.1](#) (currently set at \$10,000 for most recipients) without competition provided purchases are equitably distributed among suppliers to the extent practicable, taking DBE considerations into account, and the price is reasonable.

- (1) The micro-purchase threshold is periodically adjusted for inflation or statutory changes and the most current threshold can generally be found at [Federal Acquisition Regulation \(FAR\)](#) at [48 CFR 2.101](#).
- (2) Some recipients and subrecipients may establish micro-purchase thresholds up to \$50,000 subject to the requirements of [2 CFR 200.320\(a\)\(1\)\(iv\)](#) or higher than \$50,000 with the approval of their cognizant Federal agency for indirect costs as provided in [2 CFR 200.320\(a\)\(1\)\(v\)](#).
- (3) Micro-purchases are appropriate where market forces ensure that prices are competitive (e.g. supplies).
- (4) Recipients and subrecipients may not make a series of purchases in a relatively short time frame from the same source (particularly for professional services) in amounts at or less than the micro-purchase threshold or less to avoid competition as that practice would not lead to equitable distribution of purchases from qualified sources. Auditors may properly question compliance with 2 CFR Part 200 Procurement Standards in these circumstances. Recipients and subrecipients should make a good faith estimate of the amount of contractual services or products necessary to perform a particular activity over the life of the assistance agreement and estimate the amount of the contract accordingly.

- b. For purchases that cost more than the micro-purchase threshold but less than the *Simplified acquisition threshold* described at [2 CFR 200.1](#) (currently set at

\$250,000), recipients and subrecipients may use [2 CFR 200.320\(a\)\(2\)](#) simplified acquisition procedures and solicit offers from an adequate number of sources, taking DBE considerations into account, without formally advertising or otherwise publicizing the contracting opportunity.

- (1) The simplified acquisition threshold is generally found in the [Federal Acquisition Regulations](#) at [48 CFR 2.101](#), and is periodically adjusted for inflation and statutory changes.
 - (2) EPA's position is that recipients and subrecipients must obtain documented prices or quotes (e.g. by email or price list searches) from at least 3 three qualified sources to meet this requirement although recipients and subrecipients may establish procurement procedures that require solicitations from more sources.
 - (3) You need not select the lowest priced item or service if it does not meet your requirements or you can otherwise demonstrate that the goods or services available at a higher price offer the best value. You must, however, justify a decision to purchase at the higher price and ensure that the vendor charges similarly situated customers the same price as it is offering to you and document that decision in the procurement file.
 - (4) You do not need to obtain bid or performance bonds for purchases in amounts less than the simplified acquisition threshold.
- c. Procurements in excess of the simplified acquisition threshold are subject to the formal competitive requirements of [2 CFR 200.319](#) and [2 CFR 200.320\(b\)](#). There are two types of formal procurements: sealed bids and competitive proposals.
- (1) Sealed bidding is appropriate when precise specifications can be developed and a firm fixed-priced contract will be awarded to the responsive bidder based principally on price. The sealed bid approach to competitive procurements is typically only used for construction projects, purchases of equipment widely available in the commercial marketplace, and procurement of supplies in bulk.
 - (a) Recipients and subrecipients must solicit bids from an adequate number of potential contractors, taking DBE considerations into account.
 - (b) Local government recipients and subrecipients must publicly advertise the contracting opportunity. Other recipients and subrecipients may use web site announcements, pre-qualified or general bidders lists that comply with [2 CFR 200.319\(e\)](#), or similar means to solicit bids.
 - (c) The solicitation would need to remain open at least 30 days as provided in [40 CFR 33.301\(b\)](#) and the recipient or subrecipient

should make the U.S. Small Business administration and the U.S. Minority Business Development Agency aware of the solicitation per [40 CFR 33.301\(e\)](#).

- (d) Detailed requirements for sealed bidding are set forth at [2 CFR 200.320\(b\)\(1\)](#). If you do not intend to award the contract to the lowest bidder, contact EPA's Grant Specialist to determine if EPA approval is required under [2 CFR 200.325\(b\)\(4\)](#).
- (2) Procurement by competitive proposals is appropriate when conditions for sealed bidding are not met and the recipient or subrecipient will award either a firm fixed-price or cost-reimbursement contract. This technique is typically used for acquisition of services where the offerors' qualifications or technical approaches may be more important than price considerations.
 - (a) Requests for proposals (RFP) must be publicized and identify evaluation factors. Publication techniques include website announcements, pre-qualified or general offeror lists that comply with [2 CFR 200.319\(e\)](#), or similar transparent means to solicit proposals.
 - (b) The RFP would need to remain open at least 30 days as provided in [40 CFR 33.301\(b\)](#) and the recipient or subrecipient should make the U.S. Small Business Administration and the U.S. Minority Business Development Agency aware of the solicitation per [40 CFR 33.301\(e\)](#).
 - (c) Recipients and subrecipients must have a written method for conducting technical evaluations.
 - (d) Detailed requirements for procurement by competitive proposals are set forth at [2 CFR 200.320\(b\)\(2\)](#).
 - (e) Note that as authorized by [2 CFR 200.320\(b\)\(2\)\(iv\)](#) recipients and subrecipients may use qualification based competitive selection techniques for Architecture and Engineering (A/E) services where price is not a selection factor provided the recipient or subrecipient negotiates fair and reasonable compensation with the A/E firm. Note that EPA's position is that the "qualifications based" procurement procedures described in 2 CFR 200.320(b)(2)(iv) may be used when acquiring services that can only be provided by a licensed A/E firm such as when state or local law requires that a licensed A/E firm prepare technical specifications for a construction project. As stated in the regulation: "The method, where the price is not used as a selection factor, can only be used to procure

architectural/engineering (A/E) professional services. The method may not be used to purchase other services provided by A/E firms that are a potential source to perform the proposed effort.”

- d. Recipients and subrecipients may request that the EPA review their procurement systems for compliance with 2 CFR Part 200 Procurement Standards and thus obtain an exemption from pre-procurement reviews by EPA. [2 CFR 200.325\(c\)](#). Otherwise, EPA may require that you submit procurement documents for purchases in excess of the simplified acquisition threshold to EPA for clearance prior to or after conducting a competition. [2 CFR 200.325\(b\)](#).
3. Long-term contracts.
- a. Recipients and subrecipients may enter into competitively awarded long-term (generally not to exceed five years) contracts for professional services or equipment leases that include options for periodic renewals. If the long-term contract precedes the EPA assistance agreement, recipients and subrecipients may use that contract if it was procured competitively consistent with Federal financial assistance regulations (including DBE considerations) in effect at the time. The use of such contracts in EPA assistance agreements does not constitute noncompetitive / sole-source procurement since the original contract was competed.
 - b. Long-term contracts that were awarded without competition may not meet EPA’s minimum requirements for compliance with 2 CFR Part 200 Procurement Standards. Additionally, out of scope modifications to contracts in amounts that exceed the simplified acquisition threshold are subject to EPA approval as provided at [2 CFR 200.325\(b\)\(5\)](#).
4. Noncompetitive procurements / Sole-Source Contracts.
- a. Noncompetitive procurements / sole-source contracts in excess of the micro-purchase threshold should be rare. Potential justifications are described at 2 CFR [200.320\(c\)](#) and include such factors as only one source has the goods or is able to perform the service, an emergency, EPA approval, or after soliciting a number of sources the recipient or subrecipient reasonably decided competition was inadequate.
 - b. EPA’s general policy is to require competition in accordance with [2 CFR 200.319](#) and [2 CFR 200.320](#) for commercially available items (including consulting services). EPA recommends that recipients and subrecipients consult with EPA prior to making noncompetitive / sole-source procurements. Situations in which EPA may approve noncompetitive procurements / sole-source contracts are generally limited to those in which a patent, copyright, or equipment maintenance agreement with the manufacturer are in place; the service or product demonstrates that an item is available from only one firm; or there is an emergency (e.g. a natural disaster) that precludes competitive contracting.

Recipients and subrecipients who procure noncompetitive / sole-source contracts without EPA approval do so at their own risk.

- c. EPA staff may not suggest, recommend or direct recipients or subrecipients to hire particular firms or individuals.
- d. EPA does not require recipients to identify contractors in proposals. The fact that a recipient has named a contractor in its proposal as a “partner” or otherwise does not in and of itself justify a noncompetitive / sole-source award. If, at any time, EPA finds that a noncompetitive / sole-source contract does not comply with EPA’s interpretation of 2 CFR Part 200, EPA may disallow all or part of the cost of the contract as provided at [2 CFR 200.339](#).

Purchasing Preferences.

1. **Build America, Buy America.** The Build America, Buy America (BABA) provisions of the Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, §§70911-70917) apply to EPA funding obligated after May 14, 2022, for EPA funded infrastructure projects. None of the EPA funding subject to BABA may be used for a project of infrastructure unless all iron and steel, manufactured products, and construction materials that are consumed in, incorporated into, or affixed to an infrastructure project are produced in the United States. The BABA preference requirement applies to an entire infrastructure project, even if it is funded by both Federal and non-Federal funds. Additional information on BABA compliance is available in the EPA’s General Terms and Conditions “Build America, Buy America.”
2. **2 CFR Part 200.** Domestic Preference requirements for EPA financial assistance agreements that are not subject to BABA or another statutory domestic preference requirement such as section 1452(a)(4) of the Safe Drinking Water Act or section 608 of the Clean Water Act are currently found in 2 CFR 200.322. Under [2 CFR 200.322\(a\)](#) “The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).” The regulation provides definitions of the terms “Produced in the United States” and “Manufactured products” at [2 CFR 200.322\(b\)](#). Recipients and subrecipients must include a description of this domestic preference policy in all subawards, contracts, and purchase orders.
3. **Recovered Materials.** As provided in [2 CFR 200.323](#), state agencies or agencies of a political subdivision of a state and their contractors “ . . . must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 as amended, 42 U.S.C. 6962. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable . . . “. Political subdivisions of states typically include

municipalities such as cities, towns, boroughs, counties, parishes, districts or other public bodies created by or pursuant to state law to exercise governmental authority.

This requirement applies when it is “ . . . consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000”. Recipients and subrecipients subject to 2 CFR 200.323 must also procure “ . . . solid waste management services in a manner that maximizes energy and resource recovery” and establish “ . . . an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.”

Contract types.

You must decide which type of contract is appropriate given the circumstances of each purchase. You may use your standard contract types for contracts under your EPA assistance. Contract types include:

1. **Fixed-price contracts.** Fixed-price contracts are used when there will likely be effective competition based on a complete product description and clear plans and specifications. As provided at [2 CFR 200.320\(b\)\(1\)](#), recipients and subrecipients must use fixed price contracts in sealed bid situations. Recipients and subrecipients may use fixed priced contracts in other situations as well.
 - a. There should not be any significant technical or engineering unknowns.
 - b. The contractor furnishes the goods or services for the fixed-price, and so assumes significant risk. Profit is not typically stated or negotiated separately.
2. **Cost-reimbursable contracts.** You should use a cost-reimbursement contract when it is not feasible to award a fixed price contract.
 - a. The contractor's cost and profit are typically negotiated separately. The Contractor satisfactorily completes only the amount of work equivalent to the estimated cost to qualify for the negotiated profit; the contractor may not complete the entire project.
 - b. The contractor assumes less risk than under a fixed price contract. Alternatively, you may negotiate a cost-reimbursable contract that includes a ceiling that may not be exceeded but requires completion of the work. In this situation, the risk to the contractor is increased.
3. **Time and Materials Contracts.** Recipients and subrecipients may use “time and materials” contracts only in circumstances in which no other contracting instrument is available, and there is a cap on the amount of the contract that the contractor exceeds at its own risk. [2 CFR 200.318\(j\)](#). A time-and- materials contract is one in which the contract price is the sum of the cost of materials plus fixed labor hours that are “loaded” with wages, overhead, and profit such that the contractor has no incentive to control

costs. Additional information on time and materials contract rules is available at [2 CFR 200.318\(j\)](#).

4. **“Cost Plus” Construction Contracts Prohibited.** Cost plus a percentage of cost construction contracts provide an incentive for the contractor to increase costs in order to increase profit. 2 CFR Part 200 Procurement Standards prohibit this type of contract. [2 CFR 200.324\(c\)](#).
5. **Additional resources.** EPA has posted answers to Frequent Questions on competitive procurement requirements at [Grants Policy Issuance \(GPI\) 16-01: EPA Subaward Policy for EPA Assistance Agreement Recipients](#). Recipients may also consult with their EPA Project Officers and Grant Specialists for advice.

Cost or price analysis.

1. Under [2 CFR 200.324\(a\)](#), recipients and subrecipients must perform a cost or price analysis for every procurement transaction other than micro-purchases and simplified acquisitions, including contract modifications.⁶ Price analysis includes the comparison of price quotations submitted, market prices, bid prices for firm fixed-price contracts or similar information. Cost analysis is the review and evaluation of each element of cost to determine reasonableness.
2. Recipients and subrecipients must make and document independent estimates before receiving bids or proposals.
3. You must determine the method and depth of review based on the facts surrounding your particular situation. Factors to consider include the amount of the contract, the extent of competition, the types of goods or services, and your experience in acquiring comparable items. When competition yields pricing within a reasonable range no further review may be necessary.
 - a. Even though 2 CFR Part 200 does not require formal cost or price analyses for purchases in amounts lower than the simplified acquisition threshold recipients and subrecipients must ensure that the costs for these transactions are reasonable. [2 CFR 200.403](#). Factors for determining reasonableness include arms-length bargaining and market prices for comparable goods and services. [2 CFR 200.404](#). EPA encourages recipients and subrecipients to document efforts taken to compare prices and other means of ensuring that reasonableness of contracts in amounts under the simplified acquisition threshold. Your procurement records must document the basis for the contract price. [2 CFR 200.318\(i\)](#).

⁶ For procurements subject to 40 CFR Part 35, Subpart O, recipients must conduct a cost or price analysis in connection with every procurement as required by [40 CFR 35.6585](#).

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- b. When competition yields pricing within a reasonable range, no further review may be necessary. In other situations, recipients and subrecipients may conduct internet searches to find catalogue prices or service rates.
 4. Additional information on cost or price analysis is available at Appendix A to this Guide.

Limitations on consultant compensation.

1. By statute, EPA may not reimburse recipients or subrecipients for compensation they pay to individual consultants on an hourly, daily or other basis that has the effect of exceeding the amount paid to Federal employees at Level IV of the Executive Schedule. The cap on compensation for individual consultants is statutory, applies to all recipients and subrecipients including states, and may not be waived by EPA.
 - a. As provided in [2 CFR 1500.10](#), the consultant cap applies to “. . . consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate.”
 - b. If a consultant is paid on an hourly basis, EPA will not participate in more than the hourly equivalent of the rate or participate in more than the maximum daily rate if a consultant paid on an hourly basis works more than 8 hours in a day. There is no maximum number of days for the purposes of the consultant fee cap. However, if a consultant works less than 8 hours in a day, EPA will not participate in more than the hourly equivalent rate for each hour worked even if the consultant is paid on a daily basis.

Information on how to calculate the maximum daily rate and the daily pay limitation is available at the Office Of Personnel Management’s [Fact Sheet: How to Compute Rates of Pay](#) and [Fact Sheet: Expert and Consultant Pay](#). Specifically, to determine the maximum daily rate, follow these steps:

- Divide the Level IV salary by 2087 to determine the hourly rate. Rates must be rounded to the nearest cent, counting one-half cent and over as the next higher cent (e.g., round \$18.845 to \$18.85).
 - Multiply the hourly rate by 8 hours. The product is the maximum daily rate.
- c. The consultant fee cap only covers personal compensation. Reimbursement recipients or subrecipients pay to consultants for overhead and travel costs are not subject to the consultant fee cap.
 - d. The consultant fee cap is subject to revision annually when [Office of Personnel Management \(OPM\)](#) changes the compensation for Level IV of the Executive Schedule.
 - e. Contracts or subcontracts with multi-employee firms for services are not affected by the consultant compensation limitation in [2 CFR 1500.10](#) provided

the contractor or subcontractor rather than the recipient or subrecipient selects, directs and controls individual employees providing consulting services. Note that contracts with individual consultants or consulting firms are subject to the competitive procurement requirements in 2 CFR Part 200.

- f. The consultant compensation limitation does not apply to fixed priced contracts such as those structured as lump sum payments for completion of a study or design of a training course. Also, the consultant fee cap does not apply to contracts for technical advisory services awarded competitively under EPA's Superfund Technical Assistance Grant (TAG) program regulations at [40 CFR 35.4205](#) provided that the terms of the contract indicate that the technical advisor has the discretion of an independent contractor and do not vest the TAG recipient with responsibility for the direction and control of the technical advisor.
2. When the consultant fee applies often involves complex issues. EPA encourages recipients to contact their Grant Specialist if there are any questions.

Software and other intellectual property

You may copyright any software or written material that is subject to copyright and was developed, or for which ownership was purchased, under an award. EPA reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so as provided at [2 CFR 200.315](#).

Debarment and Suspension

1. You must ensure you do not award a contract to any person (organization or individual) debarred or suspended or otherwise excluded from or ineligible for participation in Federal assistance programs, unless you have obtained an exception from EPA under [2 CFR 180.135](#). Excluded individuals are also precluded from acting as principals on contracts that EPA funds. EPA's definition of **principal** is found at [2 CFR 1532.995](#).
2. To verify that the person with whom you intend to do business is not excluded you can:
 - a. Check the [System for Award Management \(SAM.gov\) Exclusions](#);
 - b. Collect a certification from that person documenting that the person is not excluded; or
 - c. Add a clause or condition to the covered transaction with that person indicating that not being excluded is a condition of the agreement.

EPA strongly recommends that recipients and subrecipients check SAM.gov.

3. When searching SAM.gov, search by the name of the contractor, not by agency, to ensure all debarred, suspended or otherwise excluded contractors are found. EPA recommends that you search using the multiple names search function.

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- a. Some debarred contractors are ineligible under only certain programs. You must check the cause and treatment code to determine the circumstances related to each contractor.
 - b. If your search query provides possible matches, EPA recommends that you contact the agency that imposed the suspension, debarment or exclusion to determine the effect of the action and to ensure a match.
 4. You must also ensure your subrecipient or contractor complies with [2 CFR Parts 180 and 1532](#), when using EPA funds and informs each person with whom they do business with at the next lower tier ([2 CFR Section 180.330](#)) of these requirements. To pass down these requirements, you must include a term or condition in lower-tier transactions requiring lower-tier participants to comply with Subpart C of 2 CFR Parts 180 and 1532 ([2 CFR Section 1532.332](#)). Additional information regarding recipient and subrecipient responsibilities to ensure that excluded entities do not participate in EPA financial assistance programs may be found in the General Terms and Conditions (T&C) “Suspension and Debarment” in the pass-through entity’s agreement with EPA.

Required Contract Clauses.

[Appendix II of 2 CFR Part 200](#) and [Appendix A to 40 CFR Part 33](#) specify the clauses that must be included in your EPA-funded contracts. The requirements vary based on the amount of the contract and the type of activities you will carry out under the EPA-funded agreements.

Supplies.

Supplies are defined in [2 CFR 200.1](#) as tangible personal property other than equipment with a per-item acquisition cost of \$10,000 or less.

1. Electronic devices including laptops, personal computers, tablets, and cell phones with a per-item acquisition cost of less than \$10,000 may be classified as supplies unless the recipient’s or subrecipient’s property management systems classify these items differently. Recipients and subrecipient’s may define such items as equipment to ensure they are tracked in their inventory systems.
2. You must follow 2 CFR Part 200 Procurement Standards when purchasing supplies. Micro-purchases in amounts of \$10,000 or less (unless your organization has a lower micro-purchase threshold or a higher threshold authorized under [2 CFR 200.320\(a\)\(1\)](#)) without competition are permissible since competition in the commercial market-place is likely to yield reasonable prices, and recipients or subrecipients must equitably distribute purchases among sources by rotating vendors. Recipients and subrecipients, however, should consider using small purchase procedures to obtain bulk purchase discounts for supplies that will be used in large quantities.

Equipment.

1. *Equipment* is defined at [2 CFR 200.1](#) as tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of \$10,000 or more per unit, although the recipient or subrecipient may establish a lower dollar amount threshold, through its written policies and procedures. This category includes only equipment the recipient or subrecipient proposes to purchase as a direct cost.
 - a. Equipment also includes accessories and services included with the purchase price necessary for the equipment to be operational.
 - b. Pursuant to 2 CFR 200.313 and [2 CFR 200.439](#) recipients and subrecipients must have prior written approval of the EPA or pass-through entity for equipment purchases and to encumber or use equipment.

In accordance with [2 CFR 200.439\(b\)](#), prior approval for equipment and other capital expenditures, includes:

- General purpose equipment, buildings, and land are allowable as direct costs.
 - Capital expenditures for special purpose equipment are allowable as direct cost provided that items with a unit cost of \$10,000 or more.
 - Capital expenditures for improvements to land, buildings, or equipment that materially increase their value or useful life are allowable as direct cost.
2. You must follow 2 CFR Part 200 Procurement Standards when purchasing equipment. Equipment service or maintenance contracts (not included in the purchase price) that are procured separately may be subject to competition unless the terms of the equipment warranty require that the original equipment manufacturer service or maintain the equipment for the warranty to be effective.
 3. Short- or long-term leases of equipment may be more cost-effective than purchases of equipment. 2 CFR Part 200 requirements for equipment rentals are found at [2 CFR 200.465](#).

Even though EPA practice is to budget equipment leasing costs in the “Other” category, equipment rental contracts are also subject to 2 CFR Part 200 Procurement Standards.

Unique Requirements for Construction Contracts.

1. EPA’s Small and Disadvantaged Business Enterprises (DBEs) rule at [40 CFR 33.103](#) defines construction as “...erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” There are also statutory and regulatory definitions of construction

applicable to specific EPA financial assistance programs (e.g. section 1004(2) of the Solid Waste Disposal Act, 40 CFR 35.2005(b)(13), and 40 CFR 40.115-1).

2. EPA programs that fund construction, alteration and repair of facilities such as Brownfields, Superfund, State Clean Water and Drinking Water Revolving Funds, and direct construction grants for wastewater or drinking water facilities are subject to prevailing wage requirements relating to the Davis Bacon Act. Recipients should carefully review the terms and conditions of their assistance agreements for information regarding compliance with this important requirement.
3. Construction and facility improvement contracts in amounts exceeding the simplified acquisition threshold must ensure that EPA's interest is protected through bonding. [2 CFR 200.326](#).
4. You may request that EPA accept your bonding policies by submitting the bonding policies to your Grant Specialist to obtain approval by an authorized EPA official. If EPA has not approved your policies, bonding must meet the following standards as provided at [2 CFR 200.326](#).
 - a. Bidders must provide a bid guarantee equivalent to five percent of the bid price. The bid guarantee may be a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure the bidder will accept award of a contract if you accept the bidder's bid.
 - b. Successful bidders must provide a performance bond for 100 percent of the contract price to ensure fulfillment of the contractors' obligations under the contract.
 - c. Successful bidders to provide a payment bond for 100 percent of the contract price. A payment bond ensures payment as required by statute to all persons supplying labor and material under the contract.

Single and EPA audit.

If you spend \$1,000,000 or more in a year in Federal funds, you must obtain a single or program- specific audit in accordance with the requirements of [2 CFR Part 200, Subpart F Audit Requirements](#).

1. If you receive only one federal grant and elect to do a program specific audit, it is likely your auditor will review your purchasing practices under EPA's grant. If you elect to have your auditor conduct a single audit, the auditor may review your EPA grant purchases.
2. EPA's Office of Inspector General or the Government Accountability Office (GAO) may conduct an audit of your EPA grants. EPA and GAO auditors are likely to review your purchasing system as well as your purchases. These audits will be planned and performed in such a way as to build upon work performed by your auditors.

Appendix A: Conducting a price and or cost analysis

Price Analysis

A **price analysis** is an evaluation of a proposed price, without regard to the contractor's separate cost elements and proposed profit, to determine the price is reasonable. Although 2 CFR Part 200 does not require price analyses for contracts less than the simplified acquisition threshold, a price analyses may be useful in documenting the reasonableness of contract costs. The following guide will assist you in completing price analyses.

Cost Estimate – An independent cost estimate for the supplies, equipment, or service you will be purchasing. This estimate may be based on such things as you and your staff's experience with similar purchases, a review of catalog or off-the-shelf prices available on the internet, prices or costs for similar services, or other relevant information. If detailed plans and specifications for a fixed-price contract are developed for bidders, the person or firm developing those plans should develop a detailed independent price estimate.

Comparison of Prices – Compare prices obtained from catalogues, suppliers, or bidders to your independent estimate.

Price Reasonableness –

1. If the offeror or bidder's price appears reasonable based on your independent estimate, and other appropriate information, purchase the supply, equipment, or service.
2. If the offeror or bidder's price is significantly higher than your independent estimate, review your requirements to determine whether unnecessary, overly restrictive, or complex requirements caused the higher than expected price. (Even if the price is significantly lower than expected, you should review the stated requirement or plans and specifications to ensure they are complete and will result in the supply, equipment, or service you need.) It may help, in making your determination, to talk to those providing quotes or bids.
 - a. If, after this evaluation, you determine the price is reasonable, considering the circumstances, purchase the supply, equipment, or service.
 - b. If you determine inappropriate requirements for the supply, equipment, or service resulted in an unreasonable price or the price is unreasonable, make adjustments and obtain new offers or bids.
3. You should ensure that the contractor is charging you the same prices as other similarly situated customers particularly in sole-source situations. Agreeing to pay an excessive price for a good or service that you purchase with EPA funds may lead to disallowance of the cost for the item even if you are able to justify sole-source procurement.

Cost Analysis

A **cost analysis** is the evaluation of each major contract cost category to determine reasonableness of each category and of the total cost of a contract or change order. A cost review may be done under negotiated cost type contracts, not fixed-priced contracts. Cost categories include personnel, fringe benefits, travel, subcontracting, indirect costs and the like.

To obtain the information you need to conduct a cost analysis, you must require your offerors to provide cost data with their offers. EPA does not provide a form for this price data, so unless you prescribe a form, offerors may submit their cost data in any appropriate format. The offeror should certify that the information reflects complete, current, and accurate data.

The following is a general list of cost categories under which contractors may submit cost information and guidance on how you should evaluate each category:

Personnel Costs – Costs for labor directly related to the contract.

For Example the offeror will likely provide information that looks like this:

Category	Estimated	Hourly		=	Personnel Cost
	Hours	x	Rate		
Professional	300	x	\$30.00	=	\$9,000
Nonprofessional	2000	x	\$25.00	=	\$50,000
Clerical	800	x	\$15.00	=	\$12,000
Total Direct Personnel Cost					\$71,000

Consider:

1. Whether the level of effort or the total amount of time proposed is consistent with the effort required to complete the contract.
2. The labor mix or the labor categories proposed to ensure they are consistent with the difficulty and technical nature of the work- professional versus nonprofessional versus clerical.
3. The proposed salaries, including reasonable escalation factors to ensure they are consistent with the offerors' actual pay scales. Generally, the conversion of annual salaries into hourly rates is accomplished by dividing the annual salary by 2,087 hours (assuming an 8-hour work day).

Fringe Benefits – Personnel costs other than employees' direct salary or pay (i.e., employer's portion of FICA insurance, retirement, sick leave, holiday pay, and vacation cost). While these costs are normally accumulated in a pool and allocated using percentages as shown below, offerors may calculate actual fringe benefit costs for each employee who will work on your job. Either method is acceptable if applied consistently to all cost centers.

Example:

Category	Estimated Fringe Benefit Rate	x	Total Hourly Pay	=	Fringe Benefit Amount
Professional	10%	x	\$9,000	=	\$ 900
Nonprofessional	10%	x	\$50,000	=	\$5,000
Clerical	10%	x	\$12,000	=	\$1,200
Total Fringe Benefit Cost					\$7,100

Consider:

1. Whether the fringe benefit rate applied to the direct labor base corresponds to fringe benefits available to each of the proposed labor categories and are consistent with the offeror's established benefits package.
2. Whether the offeror's FICA and unemployment insurance are applied only up to the maximum salary limits established by statute, if any.

Indirect Costs – Indirect costs are costs which cannot be charged to a project specific activity. Some contractors may have federally approved indirect cost rates from a cognizant federal audit agency. You may allow the contractor to charge the approved rate if it covers cost-reimbursement contracts.

Indirect costs often include office space, equipment depreciation, and personnel costs for clerical pools, executive salaries, and administrative support. Each organization determines the costs it will include in its indirect cost pool, and the organization must treat the costs the same if the circumstances are alike. Indirect costs are allocated to the particular contracts based on a fair method of approximation, generally a percentage of a specific set of direct costs under the contract. Indirect costs are also referred to as overhead or burden costs.

Indirect costs should be logically grouped and compared to some part or all of the organization's direct costs (the base). The most popular base is direct labor; however, there are instances where an equitable allocation cannot be made using this base.

Example:

Direct Labor				
Category	Rate x	Base	=	Cost
Indirect Cost	50% x	\$71,000	=	\$35,000
Total Indirect Cost				\$35,000

Consider if the vendor does not have a federally approved rate:

1. Whether the allocation base is an equitable basis for distribution.
2. Whether the proposed overhead rate is the same as that used for the contractor's other contracts.

Travel and per Diem Costs – Travel costs include transportation, per diem or subsistence, and other reasonable travel related items directly related to the contract.

Example:

Transportation	Number of Miles	x	Rate per Mile	=	Amount
POV Office to job site and return	50	x	\$.30	=	\$15.00
POV Office to EPA and return	20	x	\$.30	=	\$6.00
Transportation	Origin		Dest		
Flight to attend contract related meeting	Dallas		Waco		\$210.00
Per Diem	Number of Days		Rate per Day		
	10	x	\$75.00	=	\$750.00
Total Travel and Per Diem Cost					\$991.00

Consider:

1. Whether the proposed travel is necessary to complete the contract.
2. Whether all people traveling on a trip are necessary.
3. The cost per trip.
4. Whether the per diem or subsistence allowance is the same for other travel by the offeror's personnel.

You may use federal per diem rates for comparison purposes.

Supply, Material and Equipment Costs – Offerors will often have costs for supplies, material, and equipment (items with a useful life of more than one year and per-unit acquisition cost of \$10,000 or more) directly related to the contract.

Example:

Item	Quantity	x	Cost per Item	=	Cost
Recording Barometers	5		\$ 455	=	\$2,275
Wind Turbine Generator	1		\$11,370	=	\$11,370
Incremental Water Quality Samplers	5		1,600		\$8,000
Aluminum Tubing	1500 ft.	x	\$.70/ft.	=	\$1,050
Miscellaneous Supplies					\$2,105
Total Equipment, Materials, Supply Cost					\$24,800

Consider:

1. Whether the proposed equipment (items with a useful life of more than one year and a per-unit acquisition cost of \$10,000 or more) is needed to complete the contract.
2. Whether it would be better to lease or rent the equipment as opposed to purchasing it.
3. Whether proposed materials and supplies are needed, and the costs appear reasonable.

Subcontract Costs – Subcontracts are contracts awarded by your contractor.

Example:

Cost Type	Price
Total Contract Costs	\$150,000
Profit	\$15,000
Total Cost	\$165,000

Consider:

1. The procedures for cost review of contracts in excess of the simplified acquisition threshold are the same as for a prime contract, so you will need detailed cost information.
2. For contracts less than the simplified acquisition threshold, you are not required to conduct a cost analysis, but such an analysis may be useful in documenting the reasonableness of the cost for the subcontract.

Cost Review Findings

After you complete a required cost review, you must determine whether the proposed contract cost is reasonable. If the individual items are reasonable, the total cost is reasonable.

1. If you find an individual cost is not reasonable, you should discuss the cost with the contractor. If, based on the contractor's justification, you and the contractor reach agreement that the cost is reasonable, accept the cost. If you and the contractor agree the cost is excessive, negotiate a reduction to a reasonable amount and accept the cost.
2. If you cannot agree with the contractor concerning the reasonableness of proposed costs, reject that contractor's offer. If the next best offer meets your requirements, you should review proposed cost information for that contractor. Follow the same review and negotiation process as above for the new contractor's proposed costs.

Documentation

Document all actions in conducting each price or cost analysis. Ensure all price and cost reviews are described and retained in your records in accordance with your record retention requirements or EPA's.

SECTION 8: ENGINEERING DRAWINGS

ENGINEERING DRAWINGS ARE PROVIDED SEPARATELY