

Permit Guide for CWSRF and DWSRF Projects—General



SC Department of Environmental Services

This guide provides information to assist project sponsors in preparing a permit application package for projects funded through the Clean Water State Revolving Fund (CWSRF) and the Drinking Water State Revolving Fund (DWSRF) with general SRF requirements. *CWSRF projects should be submitted through ePermitting and a copy of all documents should be sent directly to the SRF project manager.*

Attached to this cover page are [Appendix A – General](#) (**Mandatory Supplemental Conditions**), [Appendix B](#) (*Optional Format Contract Documents*), and [Appendix C](#) (*DES 3588, Schedule for Construction*).

SRF Permit Application Package: In addition to the requirements outlined in Section R.61-67.300 of the Standards for Wastewater Facilities Construction or Section R.61-58.1C of the State Primary Drinking Water Regulations, the permit application must include the following:

1. *Plans:* Submit 1 hard copy and 1 electronic copy of detailed plans, including location maps.
2. *Specifications:* Submit 1 hard copy and 1 electronic copy of the Project Manual, including contract documents and technical specifications.
3. *Mandatory Supplemental Conditions:* Contract documents must include the mandatory documents exactly as presented in Appendix A – General.
4. *Optional Format Contract Documents:* Contract documents must include, at a minimum, the documents listed in Appendix B. However, document formats may be a reasonable approximation of those appearing in Appendix B.
5. *Final Cost Estimate:* Detailed estimates of the planning and design costs, construction costs based on final design drawings, construction engineering/inspection costs, etc. must be submitted.
6. *Proposed Schedule for Construction:* The proposed *Schedule for Construction* (DES 3588) in Appendix C must be completed and submitted.

Review Process: DES will review the plans and specifications for compliance with State Regulation 61-67 (Standards for Wastewater Facilities Construction) or Section R.61-58.1.C of the State Primary Drinking Water Regulations and all SRF-specific requirements, and conduct an SRF funding-eligibility review. Any work ineligible for SRF participation must be separated out in the bid items and noted on the plans and specifications.

Operation and Maintenance (O&M) Manuals: An O&M manual must be prepared for all treatment facilities and made available for review, by DES staff, at the time of final inspection.

More information? Contact your DES SRF project manager.



SC DEPARTMENT of
**ENVIRONMENTAL
SERVICES**

June 2024

APPENDIX A – General Requirements

Mandatory Supplemental Conditions for the South Carolina State Revolving Fund Program

June 2024

Non-Discrimination

It is the policy of the Project Sponsor not to discriminate on the basis of age, race, sex, color, national origin or disability in its hiring and employment practices, or in admission to, access to, or operation of its programs, services and activities. With regard to all aspects of this project, the Contractor certifies and warrants it will comply with this policy.

Special Notice #R-1

Sponsors and contractors must follow the flood hazard area requirements of the Flood Disaster Protection Act of 1973 contained in 40 CFR Part 30.

Special Notice #R-2

Fire and Extended Coverage Insurance (Builder's Risk):

- a. The Contractor shall maintain, as applicable, in an Insurance Company or Insurance Companies acceptable to the Owner, Fire, Extended Coverage and Vandalism and Malicious Mischief Insurance on buildings and structures, while in the course of construction, including foundations, additions, attachments and all permanent fixtures belonging to and constituting a part of said buildings or structures. The policy or policies shall also cover machinery if the cost of machinery is included in the Contract. The amount of insurance must at all times be at least equal to the actual cash value of the insured property. The policy shall be in the name of the Owner and the Contractor, as their interests may appear, and shall also cover the interests of all subcontractors performing work.
- b. The Contractor shall provide the Owner with satisfactory evidence certifying that the foregoing insurance is in force; and such evidence shall include provisions that the insurance shall not be cancelled, allowed to expire or be materially changed without giving the Owner advance notice by registered mail.

c. Cancellation and Re-Insurance:

If any insurance should be cancelled or changed by the insurance company or should any insurance expire during the period of this contract, the Contractor shall be responsible for securing other acceptable insurance to provide the coverage specified in this section to maintain continuous coverage during the life of this contract.

Special Notice #R-3

Each bidder is required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participating in a contract using federal funds. In turn, prime contractors will require subcontractors whose contract amount is expected to equal or exceed \$25,000 to also submit such certification using the *Certification Regarding Debarment, Suspension and Other Responsibility Matters* (DES 3590) (See Attachment A).

Special Notice #R-4

The Contractor acknowledges to and for the benefit of the Project Sponsor and the State Revolving Fund (SRF) Program that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Project Sponsor and the SRF Program that:

(a) the Contractor has reviewed and understands the American Iron and Steel Requirement,

(b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and

(c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Project Sponsor or the SRF Program.

Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Project Sponsor or the SRF Program to

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

The prime contractor(s) must certify American Iron and Steel compliance using *Bidder's American Iron and Steel Certification* (DES 2556).

DAVIS-BACON LABOR STANDARDS

1. Program Applicability

- a. Program Name: Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- b. Statute requiring compliance with Davis-Bacon: Section 602(b)(6) of the Clean Water Act and Section 1452(a)(5) of the Safe Drinking Water Act
- c. Activities subject to Davis-Bacon: Treatment works constructed in whole or in part with assistance made available by a state water pollution control revolving fund authorized under Title VI of the Clean Water Act. Any project for construction, alteration, or repair carried out in whole or in part with assistance made available by the drinking water state revolving loan fund under Section 1452 of the Safe Drinking Water Act. This applies to all projects whether equivalency or not.
- 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](#).

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.

**[REPLACE THIS PAGE WITH THE APPLICABLE
WAGE DETERMINATION FOR THE SRF PROJECT]**

Wage Rates are county specific for *Heavy* construction
and can be found at:**

sam.gov

- **Heavy construction is the most commonly used wage determination for water or wastewater infrastructure projects, but under certain circumstances another category or multiple categories of construction may apply. Consult with the assigned SRF project manager as needed to decide which wage determination(s) is/are needed.
- Monitor sam.gov for any wage determination changes before bid opening. Except under special circumstance, if a determination is revised more than 10 days before bid opening, the modified determination must be used in bidding the project.
- If a job classification needed for the project does not appear on the applicable wage determination, the prime contractor is required to submit a conformance request (through DES to DOL) after the contract has been signed for the project.
- A wage decision is “locked-in” for the project if the contract is awarded within 90 days after bid opening, otherwise modifications to the wage determination must be incorporated into the contract, unless an extension is granted by DOL.
- Please contact the assigned SRF project manager with questions on the above Davis Bacon items or other Davis Bacon compliance issues.

**APPENDIX A
ATTACHMENT A**

Forms are located at des.sc.gov/SRFforms

D-2556	Bidder's American Iron and Steel Certification
D-3590	Certification Regarding Debarment, Suspension, and Other Responsibility Matters