

**STATE OF OREGON
DEPARTMENT OF ENVIRONMENTAL QUALITY
Overflow Sewer and Stormwater GRANT AGREEMENT**

Project Name:

DEQ Agreement #:

This Overflow Sewer and Stormwater Grant Agreement is between the State of Oregon, acting by and through its Department of Environmental Quality (DEQ), and XXXXXX (Recipient).

Recipient Data	DEQ Data
Grant Administrator (Name & Title): Organization Name: Street Address: City, State, Zip Code: Phone: Email: Taxpayer ID# : UEI#:	Grant Administrator (Name & Title): Organization Name: Department of Environmental Quality Street Address: 700 NE Multnomah Street, Suite 600 City, State, Zip Code: Portland, OR 97232-4100 Phone: Email:

- 1. General Terms and Conditions.** As a United States Environmental Protection Agency (EPA) grant awarded to the state of Oregon, the funds awarded under this agreement are federal in nature and as such, Recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/grant-terms-and-conditions>. Please note that EPA updated these terms and conditions to include coverage effective May 14, 2022 on the Build America, Buy America Act requirements (General Term and Condition #48). These terms and conditions are in addition to the assurance and certifications made as part of the award and the terms, conditions or restrictions cited throughout the award.
- 2. Reporting Requirements.** Recipient agrees to comply with all reporting requirements required by EPA regulation (40 CFR part 35, 2 CFR part 200), and in accordance with 2 CFR § 200.329, Recipient agrees to report on key project characteristics, milestones, and environmental/public health protection results in the following areas: 1) achievement of the outputs and outcomes established in the workplan; 2) the reasons for delays if established outputs or outcomes were not met; and 3) any additional pertinent information on environmental/public health results. Failure to comply with the above referenced requirements may result in a disruption of grantee funding and/or early termination of the grant agreement in accordance with 2 CFR part 200.
- 3. Effective Date and Grant Availability.** This Agreement is effective on the date the last party signs it, or if approval by the Oregon Department of Justice (DOJ) is required, on the date it is approved by DOJ, whichever date is later (the Effective Date). Recipient agrees to complete the Project (described in Exhibit A) no later than 4/30/2025 (Project Completion Deadline) (the time period from the Effective Date through the Project Completion Deadline, the Project Period). Recipient must submit all invoices for disbursement of Grant funds under Section 7 no later than 45 days after the Project Completion Deadline (Invoice Deadline). DEQ has no obligation to disburse Grant funds for costs invoiced after the Invoice Deadline.
- 4. Agreement Documents.** This Agreement consists of this Agreement and Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, and Exhibit I that are attached hereto and by this reference incorporated herein. In the event of a conflict between two or more of the documents comprising this Agreement, the language in the document with the highest precedence will control. The documents comprising this Agreement are listed in the first sentence of this Section 4 from the highest to lowest precedence.
- 5. Grant Funds.** DEQ funding for this Agreement is an Overflow Sewer and Stormwater grant (CFDA 66.460) issued to DEQ by the EPA under Section 221 of the Clean Water Act. The maximum, not-to-exceed, grant amount that the DEQ will pay to Recipient is \$xxxxx (the "Grant"). Payments will be made in accordance with the terms and subject to the conditions of this Agreement.
- 6. Match.** Matching funds are required for all OSG projects. The EPA requires that a minimum of 20% of Recipient's total expenditures on authorized costs of the Project be financed by funding sources (eligible for use as match) other than OSG funds provided under this Agreement. States are required, per 33 U.S.C §1301(c)(1), to develop criteria to determine if a community is financially distressed. DEQ is working with EPA to prevent the non-Federal cost share requirements of the OSG program from being passed on to subrecipients that are rural communities (population of 10,000 or less) and/or are considered financially distressed communities. This match requirement can be met by either (i) DEQ's issuance of CWSRF loans and no further match funding is expected of the Recipient, or (ii) match as identified under CFR 200 Subpart D.

7. Disbursements; Authorized Costs.

a. This is a cost reimbursement grant and disbursements will be made only in accordance with the schedule and requirements contained in this Section 7. The Grant funds may be used solely for authorized costs, as described in this Section 7. Any Grant funds disbursed to Recipient under this Agreement that are used in violation or contravention of any of the provisions of this Agreement must be returned to DEQ. Recipient will return all funds found by DEQ to have been used in violation of this Agreement no later than fifteen (15) business days after DEQ's written demand.

b. Recipient may request disbursement of Grant funds through submission of invoices at least quarterly but not more frequently than monthly. The invoices must describe all work performed on the Project with particularity, including by whom it was performed, must itemize and explain all Project costs for which reimbursement is claimed and must itemize and explain all match expenditures on the Project since the last invoice. Each invoice must be accompanied by supporting documentation of the costs for which reimbursement is claimed. Such supporting documentation includes personal service cost detail, services and supplies cost detail, copies of paid contract and equipment invoices and, if travel costs are authorized (as indicated below), receipts for lodging, airfare, car rental and conference registration. Supporting documentation for volunteer activities or donated materials, including the basis for valuation, must also be provided.

c. Invoices for reimbursement of expenses occurring in a State fiscal year (July 1 - June 30) must be received no later than the following July 15th.

d. Subject to the holdback described in Exhibit A, payments will be based on reimbursement of actual costs authorized by this Agreement. Authorized costs are reasonable and necessary costs incurred by Recipient on or after the Effective Date and on or prior to the Project Completion Deadline in implementation of the Project that are within the line items of the Budget and allowable under applicable law, including applicable federal law (including the cost principles of 2 CFR 200 Subpart E), and that are not otherwise excluded under this Agreement. Administrative costs in the form of salaries, overhead, or indirect costs shall not exceed ten (10) percent of the Grant in any fiscal year. Indirect costs are authorized at Recipient's current indirect cost rate approved by its federal cognizant agency or, if Recipient does not have a federally-approved indirect cost rate, Recipient will use a 15% de minimis indirect rate as a percent of modified total direct costs (MTDC) as stated in 2 CFR Part 200.

Management Fees. Management fees or similar charges in excess of the direct costs and approved indirect rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses, unforeseen liabilities, or for other similar costs which are not allowable under this Grant Agreement. Management fees or similar charges may not be used to improve or expand the Project funded under this Agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

Consultant Payments. Payments to cover salaries (excluding overhead) paid to individual consultants retained by Recipient or Recipient's contractors in excess of the maximum daily rate of Level IV of the U.S. Government's Executive Schedule are not allowable. This limit applies to consultation services of individuals with specialized skills who are paid at a daily or hourly rate. This limitation does not apply to contracts with firms for services which are awarded using the procurement requirements in 40 CFR unless the terms of the contract provide Recipient with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation.

e. **Invoices.** Invoices must be emailed to [Department of Environmental Quality, Contract Payment Office at DEQEXP@deq.oregon.gov](mailto:DEQEXP@deq.oregon.gov). Invoices are subject to the review and approval of the DEQ Grant Administrator. In addition, each payment is subject to satisfaction of each of the following conditions precedent:

- i. Recipient is not in default under this Agreement.
- ii. All representations, warranties and certifications provided by Recipient to DEQ under or in connection with this Agreement are true and correct on the date of payment, as if made on such date.
- iii. DEQ has received sufficient funding, appropriations, limitations, allotments or other expenditure authority to allow DEQ, in the reasonable exercise of its administrative discretion, to make the payment.

f. **Travel Expenses** - Travel expenses of Recipient will not be reimbursed by DEQ.

8. Recipient's Representations And Warranties. Recipient represents and warrants to DEQ as follows:

a. Recipient is duly organized, validly existing, and in good standing under the laws of Oregon. Recipient has full power and authority to transact the business in which it is engaged and full power, authority, and legal right to execute and deliver this Agreement and incur and perform its obligations hereunder.

b. The making and performance by Recipient of this Agreement: (1) have been duly authorized by all necessary action of Recipient; (2) do not and will not violate any provision of any applicable law, rule, or regulation or order of any court, regulatory commission, board, or other administrative agency, or any provision of Recipient's organic documents; and (3) do not and will not result in the breach of, or constitute a default or require any consent under, any agreement or instrument to which Recipient is a party or by which Recipient or any of its properties are bound or affected.

c. This Agreement has been duly authorized, executed and delivered on behalf of Recipient and constitutes the legal, valid, and binding obligation of Recipient, enforceable in accordance with its terms.

d. No authorization, consent, license, approval of, filing or registration with, or notification to, any governmental body or regulatory or supervisory authority is required for the execution, delivery or performance by Recipient of this Agreement.

9. Contracts. Recipient will not enter into any contracts for any of the work scheduled under this Agreement without obtaining prior written consent from the DEQ Grant Administrator. All contracts and subcontracts awarded as part of the Project

shall comply with (1) the wage requirements of the Davis-Bacon Act, as amended, 40 U.S.C. §§3141 to 3144, 3146 and 3147 (2006), and (2) the requirements of the *Prevailing Wage Rates for Public Works Projects in Oregon* established under ORS 279C.800 through 279C.870 and OAR 839-025-0000 through 839-025-0540. Recipient agrees that it will insert into any contract in excess of \$2,000 for construction and will cause its subcontractors to insert in any sub-contract in excess of \$2,000 for construction, the Davis-Bacon language set forth in Part 1 of Exhibit F and Part 2 of Exhibit F, as applicable.

10. **Amendments.** The terms of this Agreement may not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by both parties (or, in the case of a waiver, by the party against whom such waiver is sought to be enforced).
11. **Termination.** This Agreement may be terminated by mutual consent of both parties or by DEQ upon written notice to Recipient. If this Agreement is terminated under this Section 11, DEQ will pay Recipient, in accordance with the terms and subject to the conditions of this Agreement, for authorized costs incurred under this Agreement through the date of the termination of the Agreement but not yet reimbursed.
12. **Default by Recipient.** Recipient shall be in default under this Agreement upon the occurrence of any of the following events:
 - a. Recipient fails to perform, observe, or discharge any of its covenants, agreements, or obligations contained in this Agreement, including any exhibit attached hereto;
 - b. Any representation, warranty or statement by Recipient made herein or in any documents or reports relied upon by DEQ, including but not limited to any statement used by DEQ to measure progress on the Project, the expenditure of Grant moneys, or the performance by Recipient, is untrue in any material respect when made;
 - c. Recipient: (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee, or liquidator of itself or of all of its property; (ii) admits in writing its inability to pay, or is generally unable to pay, its debts as they become due; (iii) makes a general assignment for the benefit of its creditors; (iv) is adjudicated as bankrupt or insolvent; (v) commences a voluntary case under the federal Bankruptcy Code (as now or hereafter in effect); (vi) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts; (vii) fails to controvert in a timely and appropriate manner, or acquiesces in writing to, any petition filed against it in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect); or (viii) takes any corporate action for the purpose of effecting any of the foregoing; or
 - d. A proceeding or case is commenced, without the application or consent of Recipient, in any court of competent jurisdiction, seeking: (i) the liquidation, dissolution, or winding-up, or the composition or readjustment of, Recipient's debts; (ii) the appointment of a trustee, receiver, custodian, liquidator, or the like of Recipient or of all or any substantial part of its assets; or (iii) similar relief in respect to Recipient under any law relating to bankruptcy, insolvency, reorganization, winding-up, or composition or adjustment of debts, and such proceeding or case continues undismissed, or an order, judgment, or decree approving or ordering any of the foregoing is entered and continues unstayed and in effect for a period of twenty (20) consecutive days, or an order for relief against Recipient is entered in an involuntary case under the federal Bankruptcy Code (as now or hereafter in effect).
13. **Remedies Upon Default.** If Recipient's default under Section 12(a) is not cured within fifteen (15) business days of written notice thereof to Recipient from DEQ (or such longer period as DEQ may authorize in its sole discretion), or if there is a default by Recipient under Sections 12(b), 12(c) or 12(d), DEQ may pursue any remedies available under this Agreement, at law or in equity. Such remedies include, but are not limited to, termination of this Agreement, return of all or a portion of the Grant amount, payment of any interest earned on the Grant amount, and declaration of ineligibility for the receipt of similar future awards. If, as a result of Recipient's default, DEQ demands return of all or a portion of the Grant amount or payment of interest earned on the Grant amount, Recipient shall pay the amount upon DEQ's demand.
14. **No Implied Waiver, Cumulative Remedies.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege. The remedies provided herein are cumulative and are not exclusive of any remedies provided by law. DEQ may, in its sole discretion, pursue any remedy or remedies singly, collectively, successively, or in any combination or order.
15. **Project Identification.**
 - a. **Outreach Signage Requirements.** Recipient agrees to provide signage that informs the public that the project is funded by EPA. The signage shall contain the EPA logo. To obtain the appropriate EPA logo or seal graphic file, the recipient should visit the EPA stylebook: <https://www.epa.gov/stylebook/using-epa-seal-and-logo>. If the physical design of the sign allows, it should also include the following text: "This project has been funded by the United States Environmental Protection Agency" or "This cooperative project has been funded in part by the United States Environmental Protection Agency".
 - b. If Recipient is engaging in any construction-related work, Recipient agrees to also the criteria set forth in Exhibit H
 - c. **Announcements.** Recipient agrees that announcements through the web or print materials for Workshop, conference, demonstration days or other events as part of a project funded by an OSG assistance agreement shall contain a statement that the materials or conference has been funded by the EPA.
 - d. **Public or Media Events.** Recipient agrees to notify DEQ, publicizing the accomplishment of significant events related to construction projects as a result of Agreement, and provide the opportunity for attendance and participation by federal representatives with at least ten (10) business days notice.

- e. **Limited English Proficiency Communities.** To increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to include in their outreach strategies communication in non-English languages. Translation costs for this purpose are allowable, provided the costs are reasonable.

16. General Administrative Requirements.

- a. Recipient, pursuant to this Agreement assumes sole liability for Recipient's breach of the conditions of the Grant, and shall, upon Recipient's breach of grant conditions that requires the State of Oregon to return funds to the EPA, hold harmless and indemnify the state for an amount equal to the funds which the State of Oregon is required to pay to EPA.
- b. All equipment and materials purchased with funds made available by this Agreement must be used to implement the Project and for purposes of the same general nature as outlined in this Agreement. Recipient will immediately notify DEQ of any equipment purchased with funds made available under this Agreement that is removed from service. Disposal of such equipment must be in accordance with 2 CFR § 200.313.
- c. Recipient, if a State agency or agency of a political subdivision of the State, agrees to comply with the requirements of Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations under RCRA Section 6002 apply to acquisitions of certain products where the purchase price of such products exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by the EPA. These guidelines are listed in 40 CFR Part 247.
- d. Recipient agrees that no portion of the federal grant funds will be used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. **Recipient agrees to provide certification to DEQ on FORM DEQ5700-53 (Exhibit D) no later than the Project Completion Deadline.**
- e. Pursuant to Section 18 of the Lobbying Disclosure Act, Recipient affirms that it is not a nonprofit organization described in Section 501(c) (4) of the Internal Revenue Code of 1986; or that it is a nonprofit organization described in Section 501(c) (4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act.
- f. Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. If the Grant exceeds \$100,000, Recipient agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying and to submit certification and disclosure forms accordingly. Any Recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such violation. All contracts awarded by Recipient shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II of 2 CFR Part 200.

- 17. Permits.** Recipient agrees to ensure that all necessary permits are obtained prior to implementation of any Grant funded activity that may fall under applicable federal, state or local laws. Recipient must identify permits that may be needed to complete work plan activities.

- 18. Total Maximum Daily Load Planning And/ Or Development.** If the Agreement funds a Total Maximum Daily Load (TMDL) plan and/or implementation, Recipient will provide the following supplemental information to support the load allocations specified in the TMDL in the Final Performance Report.

- a. An identification of total NPS existing loads and total NPS load reductions necessary to meet water quality standards by source type;
- b. A detailed identification of the causes and sources of NPS pollution by source type to be addressed to achieve the load reductions specified in the TMDL (e.g., acres of various row crops, number and size of animal feedlots, acres and density of residential areas); and
- c. An analysis of the NPS management measures by source type expected to be implemented to achieve the necessary load reductions, with the recognition that adaptive management may be necessary during implementation.

- 19. Quality Assurance (QA) Requirements.** For those projects identified by DEQ Grant Administrator as involving environmentally related measurements or data generation, Recipient will develop and submit to DEQ the appropriate quality assurance / quality control documentation within thirty (30) calendar days of the Effective Date. Required documentation may include one or more of the following: an organization specific Quality Management Plan (QMP), a Project specific Quality Assurance Project Plan (QAPP), a Sampling and Analysis Plan (SAP), Standard Operating Procedures (SOPs), or other Quality-related documentation. The DEQ Grant Administrator and the DEQ Quality Assurance Officer will determine which of the quality-related documents will be required. No work involving direct measurements or data generation, environmental modeling, compilation of data from literature or electronic media, and data supporting the design, construction, and operation of environmental technology shall be initiated under this Project until the DEQ Grant Administrator and DEQ Quality Assurance Officer have approved the quality assurance document. If any geospatial data is created, it must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. More information may be found at www.fdc.gov.

For information on the policies, objectives, principles, authorities, and responsibilities for implementation of the DEQ Quality Management System (QMS) described in DEQ's Quality Management Plan (QMP), contact a Quality Assurance Officer at the DEQ Laboratory and Environmental Assessment Division (LEAD) at (503) 693-5700.

- 20. Intangible Property.** Recipient may hold the copyright in any work that is subject to copyright and was developed, or for which ownership was purchased, under this Grant Agreement. For any such work, Recipient grants to DEQ and EPA a non-exclusive, irrevocable, perpetual royalty-free, license to reproduce, publish, or otherwise use the work and to authorize others to do so.
- 21. Suspension and Debarment.** Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Responsibilities of Participants Regarding Transactions”. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled “Covered Transactions”, includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Recipient may access SAM (System for Award Management) at <https://www.sam.gov/> to review exclusions and disqualifications.
- 22. Trafficking in Persons.** Prohibition statement for Recipients who are **private entities**: You as Recipient, your employees, sub-recipients and sub-recipients’ employees may not engage in severe forms of trafficking in persons during the Project Period; procure a commercial sex act during the Project Period; or use forced labor in the performance of the Grant or sub-grants.
- 23. Small and Disadvantaged Business Utilization Requirements.** Recipient agrees to comply with the requirements of the EPA Program for Utilization of Small, Minority and Women’s Business Enterprises in procurement under assistance agreements:
- Recipient accepts the applicable Minority Business Enterprise (MBE)/ Women’s Business Enterprise (WBE) “fair share” goals/objectives negotiated with EPA by the DEQ as follows:
Supplies: .36% MBE .72% WBE
Services: 1.61% MBE 4.41% WBE
Equipment: .95% MBE .95% WBE
 - Recipient agrees to make the good faith efforts described in 40 CFR 33.301 whenever procuring construction, equipment, services and supplies under this Grant Agreement and to retain records documenting compliance with the six good faith efforts.
 - Recipient agrees to comply with the contract administration provisions of 40 CFR, Section 33.302.
 - Recipient agrees to ensure, to the fullest extent possible, that at least the applicable “fair share” objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and historically black colleges and universities.
 - Recipient agrees to include in its bid documents the applicable “fair share” objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated “fair share” percentages.
 - Recipient agrees to submit FORM DEQ5700-52A “MBE/WBE Utilization- Federal Grant” (Exhibit C) no later than June 30th of each year until the Project Completion Deadline. If it is the last submittal, it is due June 30th or sixty (60) calendar days after the end of the Project Period, whichever comes first.**
 - If race and/or gender-neutral efforts prove inadequate to achieve a “fair share” objective, Recipient agrees to notify the DEQ in advance of any race and/or gender conscious action it plans to take to more closely achieve the “fair share” objective.
- 24. Small Business in Rural Areas.** If a contract is awarded under this Agreement, Recipient is also required to utilize the affirmative steps listed below.
- Place Small Businesses in Rural Areas (“SBRA”) on solicitation lists.
 - Make sure that SBRA’s are solicited whenever there are potential sources.
 - Divide total requirements, when economically feasible, into small tasks or quantities to permit participation by SBRA’s.
 - Establish delivery schedules, where the requirements of work permit, that would encourage SBRA participation.
 - Use the services of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce, as appropriate.
 - Require the contractor to comply with the affirmative steps outlined above.
- 25. Prohibition against Purchase of Certain Telecommunication Services or Products.** As required by 2 CFR § 200.216, Recipient is prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). Recipient also may not use grant funds to purchase:
- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - Telecommunications or video surveillance services provided by such entities or using such equipment.
 - Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a

covered foreign country.

Consistent with 2 CFR § 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending grant funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR § 200.216 to:

- (1) Procure or obtain, extend or renew a contract to procure or obtain;
- (2) Enter into a contract (or extend or renew a contract) to procure; or
- (3) Obtain the equipment, services, or systems.

Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list.

26. **Drug Free Workplace.** Recipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in Title 2 CFR Part 1536.
27. **Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions of this Agreement.
28. **Access to Records.** Recipient will maintain all financial records relating to this Agreement in accordance with generally accepted accounting principles. In addition, Recipient will maintain any other records pertinent to this Agreement in such a manner as to clearly document Recipient's performance in programmatic reports including information on environmental results, and audit findings. DEQ, the Oregon Secretary of State's Office and the federal government and their duly authorized representatives will have access to such financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement, whether in paper, electronic or other form, to perform examinations and audits and make excerpts and transcripts. Recipient will retain and keep accessible all such financial records, books, documents, papers, plans, records of shipments and payments and writings for a minimum of six (6) years, or such longer period as may be required by applicable law, following final payment under this Agreement, or until the conclusion of any audit, controversy or litigation arising out of or related to this Agreement, whichever date is later. Recipient also agrees to comply with the audit requirements set forth in 2 CFR Part 200, Subpart F.
29. **Compliance with Applicable Law.** Recipient will comply with all federal, state and local laws, regulations, executive orders and ordinances applicable to the Project or this Agreement. Without limiting the generality of the foregoing, Recipient expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to the Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended and Section 13 of the Federal Water Pollution Control Act Amendments of 1972; (ii) Title IX; (iii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iv) the Americans with Disabilities Act of 1990, as amended; (v) Executive Order 11246, as amended; (vi) the Health Insurance Portability and Accountability Act of 1996; (vii) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (viii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (ix) ORS Chapter 659, as amended; (x) all regulations and administrative rules established pursuant to the foregoing laws; (xi) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (xii) ORS 279A, ORS 279B, ORS 279C, 2 CFR Part 200 and 2 CFR Part 1500; (xiii) EPA's latest General Terms and Conditions as applicable to Recipient. If Recipient is an education program or activity or if Recipient is conducting an education program or activity under this Agreement, Recipient must comply with (xiv) Title IX of Education Amendments of 1972. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to the Agreement and required by law to be so incorporated.
30. **Recycled Products.** Recipient agrees to use recycled paper and double sided printing for all reports that are prepared as a part of the Project or under this Agreement. Recipient will use, to the maximum extent economically feasible in the implementation of the Project, recycled paper (as defined in ORS 279A.010 (1)(gg)), recycled PETE products (as defined in ORS 279A.010(1)(hh)), and other recycled products (as "recycled product" is defined in ORS 279A.010(1)(ii)). Recipient agrees to comply with the requirements of 40 CFR 247 and 2 CFR 1500, as applicable, in giving preference in its procurement programs to the purchase of recycled products.
31. **Indemnity.** Recipient shall defend (subject to ORS Chapter 180), save, hold harmless, and indemnify the State of Oregon, DEQ, and their officers, employees, and agents from and against any and all claims, suits, actions, liabilities, damages, losses, costs and expenses (including attorneys' fees) of any nature resulting from, arising out of, or relating to the activities of Recipient or its officers, employees, contractors, or agents under this Agreement or in the implementation of the Project.
32. **Indemnification by Contractors.** Recipient shall take all reasonable steps to cause its contractor(s) that are not units of local government as defined in ORS 190.003, if any, to indemnify, defend (subject to ORS Chapter 180), save and hold harmless the State of Oregon, DEQ, and its officers, employees and agents ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including attorneys' fees) of any nature arising out of, or relating to the activities of the contractor or its officers, employees, subcontractors, or agents in connection with the Project ("Claims"). It is the specific intention of the parties that the Indemnitee shall, in all instances, be indemnified by the contractor from and against any and all Claims.
33. **Governing Law.** The laws of the State of Oregon (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to this Agreement, including, without limitation, its validity, interpretation, construction, performance, and enforcement. Any party bringing a legal action or proceeding against any other party arising out of or

relating to this Agreement shall bring the legal action or proceeding in the Circuit Court of the State of Oregon for Marion County. Each party hereby consents to the exclusive jurisdiction of such court, waives any objection to venue, and waives any claim that such forum is an inconvenient forum.

- 34. **Merger Clause.** THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES REGARDING THE SUBJECT MATTER HEREOF. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. RECIPIENT, BY THE SIGNATURE BELOW OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.
- 35. **Relationship of Parties.** DEQ and Recipient agree that their relationship is that of independent contracting parties and that Recipient is not an officer, employee, or agent of the State of Oregon as those terms are used in ORS 30.265.
- 36. **Time is of the Essence.** Time is of the essence in Recipient's performance of its obligations under this Agreement.
- 37. **No Implied Waiver.** The failure of DEQ to exercise, and any delay by DEQ in exercising, any right, power, or privilege under this Agreement shall not operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or privilege under this Agreement preclude any other or further exercise thereof or the exercise of any other such right, power, or privilege.
- 38. **Successors and Assigns.** This Agreement shall be binding upon and shall inure to the benefit of DEQ, Recipient, and their respective successors and assigns, except that Recipient may not assign or transfer its rights or obligations hereunder or any interest herein without the prior written consent of DEQ.
- 39. **No Third Party Beneficiaries.** DEQ and Recipient are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly, to any third party unless such party is identified individually by name herein and is described expressly as an intended beneficiary of the terms of this Agreement.
- 40. **Notices.** Any notice under this Agreement shall be in writing and delivered to the party to be notified in-person, by U.S. mail, postage prepaid, or by email. Notices mailed or emailed must be sent to the Grant Administrators set forth in this Agreement. Any notice so addressed and mailed shall be effective five (5) days after mailing. Any notice given by personal delivery shall be effective when actually delivered. Any notice given by email shall be effective upon the sender's receipt of confirmation generated by Recipient's email system that the notice has been received by Recipient's email system.
- 41. **Counterparts.** This Agreement may be executed in several counterparts, all of which when taken together shall constitute one agreement, notwithstanding that all parties are not signatories to the same counterpart. Each copy of the Agreement so executed constitutes an original.
- 42. **Survival.** The following provision, including this one, survive the termination or expiration of this Agreement: Sections 13, 28, 31, and 33.
- 43. **Cybersecurity Condition. State Grant Cybersecurity**
 - a. Recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.
 - b. Recipient will comply with the requirements in Section 43c if Recipient's network or information system is connected to EPA networks to transfer data to EPA using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange.
 - c. EPA must ensure that any connections between Recipient's network or information system and EPA networks used by 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, Recipient agrees to contact the EPA Project Officer (PO) 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 Recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

EACH PERSON SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE HAS THE POWER AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THE INDICATED PARTY. DEQ enters into this Agreement under the authority of Oregon revised Statutes 190.110.

APPROVED BY RECIPIENT:

Authorized Signer

Date

NAME, Executive Director
Printed Name / Title

APPROVED BY THE DEQ:

Brian Boling, Central Services Division Administrator – DPO

Date

Index - PCA - Project

EXAMPLE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
Overflow Sewer and Stormwater GRANT AGREEMENT
EXHIBIT A
Project Requirements, Budget and Schedule

Project name:	DEQ Agreement #
Recipient:	

A. BACKGROUND. Include a general description of Project, Project goals/objectives, Project partners, including the source of matching funds

B. PROJECT

Recipient shall:

Task	Description	Task Due Date	Reporting	Reporting Due Date
1				
2				
3				

C. BUDGET

Estimated Budget	OSG Funds	Non-Federal Match	Total
Personal Services	\$0	\$	\$
Subcontracts	\$	\$	\$
Services/Supplies	\$	\$	\$
Travel	\$0	\$0	\$0
Equipment*	\$0	\$0	\$0
PROJECT Subtotals	\$	\$	\$
Indirect Costs**	\$	\$0	\$
PROJECT TOTALS	\$	\$	\$

**Any equipment with a unit cost over \$10,000 needs EPA Project Officer approval prior to charging to Grant.*

***Indirect costs CANNOT be used as match.*

Budget line items above are based on estimates. Shifts in budget between direct cost categories above are allowed only with written approval from the DEQ Grant Administrator. Recipient expects to report the non-federal match described above but the minimum required match is 20% (\$).

D. REPORTING:

1. **Exhibit B. Recipient must submit Exhibit B no later than ten (10) calendar days after the end of each quarter, or portion thereof, during the Project Period, regardless of expenditures.**
2. **Exhibit C. Recipient must submit Exhibit C no later than June 30th, of each year during the Project Period. If it is the last submittal, it is due June 30th or sixty calendar days after the end of the Project Period, whichever comes first.**
3. **Exhibit E, Section I.** Recipient must submit an Annual Report no later than June 30th of each year during the Project Period. The report will identify actions taken and will document progress towards accomplishing Project tasks.
4. **Exhibit E, Section I.** Recipient must submit a Performance Report no later than twenty calendar days after Project completion. The report will identify actions taken and will document progress towards accomplishing Project tasks.
5. **Exhibit E, Section II.** Recipient must enter Project accomplishments for water quality and habitat restoration into Oregon Watershed Enhancement Board (OWEB) Oregon Watershed Restoration Inventory (OWRI) at Project completion, as described in Exhibit E, section II.

All performance reports must be submitted in the format set forth in Exhibit E (Annual/Final Performance Report/OWRI Report) to the DEQ Grant Administrator. The reports may be provided electronically. In addition to the Annual Performance Reports, Recipient must notify the DEQ Grant Administrator of developments that have a significant impact on the Project activities. Recipient must inform the DEQ Grant Administrator as soon as problems, delays or adverse conditions become known which will materially impair the ability to meet the Project outputs/outcomes specified above. This notification shall include a statement of the action taken or contemplated and any assistance needed to resolve the situation.

The DEQ will withhold a minimum of ten (10%) of total grant funds for the Project until Recipient has submitted, and the DEQ has accepted, a Final Performance Report detailing the Project status as described in the Reporting Section above, a final Expenditures/Match Report (Exhibit B), final MBE/WBE Utilization Report (Exhibit C) and a Lobbying and Litigation Certificate (Exhibit D).

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT
EXHIBIT B
Expenditures Report**

Project Name:	Project Period
DEQ Agreement Number:	From: To:
Recipient Name:	Current Expenditure Period
Recipient Address:	From: To:
	Total Match Requirement: N/A
Phone:	Total Grant Amount:

EXPENDITURE SUMMARY	OSG Grant Expenditures			Non-Federal Match Expenditures *			Total Expenditures
	a	b	a + b = c	d	e	d + e = f	c + f
	Previously Reported	Current Period	Cumulative to Date	Previously Reported	Current Period	Cumulative To Date	To Date
Personal Services							
Subcontracts							
Services/Supplies							
Travel							
Equipment							
Indirect Costs							
Total							
1-4 sentence project update							

DEQ, the Oregon Secretary of State's Office and the federal government retain the right to inspect all financial records and other books, documents, papers, plans, records of shipments and payments and writings of Recipient that are pertinent to this Agreement.

CERTIFICATION			
I certify that this report is true and correct to the best of my knowledge and that all expenditures and obligations reported herein have been made in accordance with the budget agreed upon and with other provisions contained in the Agreement.			
<hr/> Signature	<hr/> Name & Title (print)	<hr/> Date	
DEQ USE ONLY		Approved for Payment:	
<hr/> DEQ Grant Administrator	<hr/> Date	<hr/> DEQ Program Manager	<hr/> Date

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT
EXHIBIT C (Part 1)
MBE/WBE UTILIZATION**

PART 1. REPORTS ARE REQUIRED EVEN IF NO PROCUREMENTS ARE MADE DURING THE REPORTING PERIOD.	
1A. REPORTING PERIOD July 1, _____ June 30, _____	1B. REPORT TYPE <input type="checkbox"/> Annual <input type="checkbox"/> Final Report (Project completed)
1C: Revision of a Prior Year Report? <input type="checkbox"/> No <input type="checkbox"/> Yes If yes, what reporting period is being revised and briefly describe the changes made. Note: The revised report will replace the associated original report in its entirety.	
2A. RECIPIENT UNIQUE ENTITY IDENTIFIER	
2B. RECIPIENT REPORTING NAME and CONTACT Organization name and address: Name: Email: Phone:	
3. FEDERAL GRANT AWARD #: DEQ GRANT #: PCA #: PROJECT #:	
4A. If NO procurements were made this reporting period (by the recipient, sub-recipient(s), loan recipient(s), and prime contractor(s)), CHECK and SKIP to Block No. 6. (Procurements are all expenditures through contract, order, purchase, lease or barter of supplies, equipment, construction, or services needed to complete Federal assistance programs.) <input type="checkbox"/>	
4B. Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Construction: Total Procurements & MBE/WBE Accomplishments This Reporting Period (in dollars) Non-Construction: Totals: Total Procurement: \$ \$ \$ MBE/WBE Combined Procurement: \$ \$ \$	
SA. Good Faith Efforts: If procurements were made, indicate whether your organization has followed the six Good Faith efforts found in 40 CFR Part 33, Subpart C, 40 CFR 33.S01 and 2 CFR § 200.321. <input type="checkbox"/> Yes, my organization has implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period. <input type="checkbox"/> No, my organization has not implemented and documented each of the six Good Faith Efforts on the procurements made during this reporting period.	SB. If procurements were made, but no MBE/WBE procurements are being reported, then check the applicable box(es) for the reason(s) why no MBE/WBE procurements were made. <input type="checkbox"/> No MBE/WBE(s) applied <input type="checkbox"/> No MBE/WBE(s) were qualified <input type="checkbox"/> Other:
6. NAME OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	TITLE
7. SIGNATURE OF RECIPIENT'S AUTHORIZED REPRESENTATIVE	DATE

EPA FORM 5700-52A available electronically at: <https://www.epa.gov/grants/epa-form-5700-52a-united-states-environmental-protection-agency-minority-business>.

EMAIL COMPLETED FORM TO: DEQEXP@deq . oregon.gov

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT
EXHIBIT C (Part 2)
MBE/WBE PROCUREMENTS MADE DURING REPORTING PERIOD**

Procurement Made (check one)		Business Enterprise (check one)		\$ Value of Procurement	Date of Procurement	Type of Product or Service (Enter Code)	Name/Address of MBE/WBE Contractor or Vendor
Recipient	Other	Minority	Women				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				

Product / Service Codes

1	Construction
2	Supplies
3	Services
4	Equipment

EXAMPLE

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT
EXHIBIT D

LOBBYING AND LITIGATION CERTIFICATE
(DEQ5700-53)

DEQ Grant Agreement #:

Federal Grant:

Recipient Name:

Recipient Address:

Project Name:

I hereby certify that none of these funds have been used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.

Authorized Signer:

Signature

Date

Printed Name / Title:

At Project completion, complete this form and submit to: DEQEXP@deq.oregon.gov

EXAMPLE

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT**

**EXHIBIT E
PERFORMANCE REPORT/OWRI REPORT**

Project Name:	DEQ Agreement #
Recipient:	

Type of Report (please check one the following):

- Annual Reporting
- Performance Report
- OWRI Report**

All reports must be submitted in a format as recommended in this section to the DEQ Grant Administrator. The reports need to be provided electronically via email to the DEQ Grant Administrator.

Section I

Please include a discussion including the following:

- a. Overall summary of the project, including partners involved and their role.
- b. What were the goals for this Project? Were those goals met? If goals were not met, explain why not.
- c. List each drainage area (watershed) within the project by indicating the 12-digit HUC where Best Management Practices (BMPs) for this project have been installed in the recent calendar year.
- d. Estimates of the amount of pollutants prevented from reaching surface or ground water.
- e. Please enumerate specific quantifiable environmental changes and results that are a result of the Project.
- f. Provide a written description of what worked and what did not work. Provide a written description of lessons learned in carrying out the Project.
- g. Describe how the Project's funding worked out. Include the projected cost and actual cost of the Project, how much of the Grant funds were spent, and how much funding (cash and in-kind) was provided as match from other source
- h. What follow up is required? Include photos, graphics and 2 copies of all products produced in the effort. Project completion documentation can be submitted and are encouraged to be submitted in a digital format (one copy).

Section II

DEQ requires that Project accomplishments for water quality and habitat restoration projects be entered into OWEB's OWRI data base located at <http://apps.wrd.state.or.us/apps/oweb/owrio/selectproject.aspx>.

Watershed restoration projects included in this inventory must be:

- Activities designed to restore aquatic, riparian, estuarine, wetland, upland, or overall watershed conditions or functions
- Completed projects or a completed phase of a project

If the Project funded with this Grant Agreement meets the criteria above, Recipient must certify that the correspondent restoration information on the Project was entered in OWRI by signing this form and returning it with the Project Final Performance Report.

CERTIFICATION		
I certify that the Project accomplishments for the water quality and habitat restoration Project have been entered into OWRI on:		
_____	_____	_____
DATE	SIGNATURE	PRINTED NAME

If you have questions about entering the required information into OWRI, please contact your DEQ Grant Administrator.

**OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT**

**Exhibit F
Davis-Bacon Provision**

References in this Exhibit F to “subrecipient” are to Recipient.

Part 1

(1) Minimum wages.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

(ii)(A) The subrecipient(s), on behalf of EPA, shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The State award official shall approve a request for an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

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

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department

of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the request and the local wage determination, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The request shall be sent to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt of the request and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

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

(2) Withholding. The subrecipient(s), shall upon written request of the EPA Award Official or an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors

employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/agencies/whd/government-contracts/construction/payroll-certification> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State, EPA or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees—

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the EPA determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

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

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

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

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

Part 2

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

(a) Contract Work Hours and Safety Standards Act. The subrecipient shall insert the following clauses set forth in paragraphs (a)(1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by Item 3, above or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$31 for each calendar day on which such individual was required or

permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient upon the request of the EPA Award Official or an authorized representative of the Department of Labor, shall withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (a)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a)(1) through (4) of this section.

(b) In addition to the clauses contained in Item 3, above, in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1, the Subrecipient shall insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Subrecipient shall insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Oregon Department of Environmental Quality and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

5. Compliance Verification

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(3), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

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

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

complying with DB. In addition, during the examinations the subrecipient shall verify evidence of fringe benefit plans and payments thereunder by contractors and subcontractors who claim credit for fringe benefit contributions.

(d) The subrecipient shall periodically review contractors and subcontractors use of apprentices and trainees to verify registration and certification with respect to apprenticeship and training programs approved by either the U.S Department of Labor or a state, as appropriate, and that contractors and subcontractors are not using disproportionate numbers of, laborers, trainees and apprentices. These reviews shall be conducted in accordance with the schedules for spot checks and interviews described in Item 5(b) and (c) above.

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

EXAMPLE

Exhibit G

The Federal Funding Accountability and Transparency Act (FFATA)

FFATA is designed to increase transparency and improve the public's access to federal government information. To this end, FFATA, as amended, requires that executive compensation data be reported for all new federal grants funded at \$30,000 or more with an award date on or after October 1, 2010. As such, Oregon Department of Environmental Quality (DEQ) must report executive compensation data as addressed in this Exhibit G.

The certifications below represent material facts upon which DEQ relies when reporting information to the federal government required under federal law. If DEQ later determines that the subrecipient knowingly rendered an erroneous certification, DEQ may pursue all available remedies in accordance with Oregon and U.S. law.

Signor further agrees that it will provide immediate written notice to DEQ if at any time Signor learns that any of the certifications provided for below were erroneous when submitted or have since become erroneous by reason of changed circumstances. **If the Signor cannot certify all of the statements contained in this section, Signor must provide written notice to DEQ detailing which of the below statements it cannot certify and why.**

More detailed information regarding FFATA can be located at (https://www.frs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf).

<u>Subrecipient Information</u>			
Legal Name of Subrecipient			

Street Address	City	State	Zip
_____	_____	_____	_____

<u>FFATA Contact # 1</u>	<u>FFATA Contact # 2</u>
Name _____	Name _____
Email _____	Email _____
Phone _____	Phone _____

ZIP Code: 9-digits Required www.usps.com

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Unique Entity Identifier (UEI):

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12-digits Required <https://sam.gov/content/home>

Did your organization have a gross income, from all sources, of less than \$300,000 in your previous tax year?

Yes (skip questions "A", "B", and "C" and finish the certification)

No (answer questions "A" and "B")

A. Certification Regarding % of Annual Gross from Federal Awards.

Did your organization receive 80% or more of its annual gross revenue from federal awards during the preceding fiscal year?

Yes No

B. Certification Regarding Amount of Annual Gross from Federal Awards.

Did your organization receive \$25 million or more in annual gross revenues from federal awards in the preceding fiscal year?

Yes No

If your answer is "Yes" to both question "A" and "B", you must answer question "C".

If your answer is "No" to either question "A" or "B", skip question "C" and finish the certification.

C. Certification Regarding Public Access to Compensation Information.

Does the public have access to information about the compensation of the senior executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Yes No

If your answer is "Yes" to this question, where can this information be accessed?

If your answer is "No" to this question, you must provide the names and total compensation of the top five highly compensated officers below.

For example: *John Blum:500,000; Mary Redd:50,000; Eric Gant:400,000; Sally Tom:30,000*

As the duly authorized representative (Signer) of the Contractor, I hereby certify that the statements made by me in this certification form are true, complete and correct to the best of my knowledge.

Email completed form back to DEQ at the time of agreement execution. Refer to the current EPA general terms and conditions for applicability: <https://www.epa.gov/grants/epageneral-terms-and-conditions-effective-october-1-2023-or-later>.

Construction Project Signage Requirements



State of Oregon
Department of
Environmental
Quality

Community and Program Assistance

Overflow Sewer and Stormwater Grant Project Sign Requirements

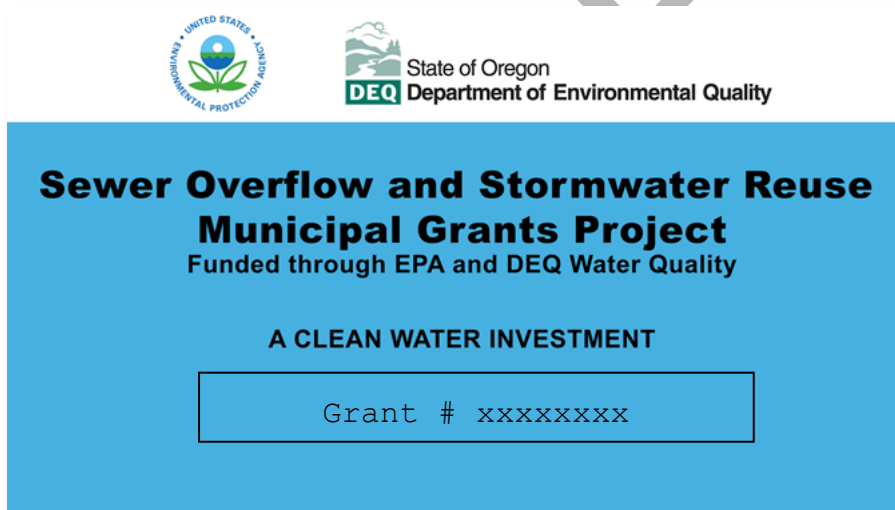
DEQ Grant Administrator: Megan Hendrickson

Email: Wqgrants.info@deq.oregon.gov

The sign must be posted on the project site throughout the course of construction to permit public viewing. Sign requirements are described on the example below. DEQ allows the Recipient to add their logo to the project sign, but not that of other funders.

Vinyl stickers of the DEQ logo and the EPA seal are supplied by the DEQ Grant Administrator

*Sign borders shall be equal on either side, with the longest line centered in the sign.
Sign will measure 4' tall and 8' wide*



Provide adequate supports for sign as site conditions may require. Keep sign a proper distance above prevailing grade to allow for public viewing.

OREGON DEPARTMENT OF ENVIRONMENTAL QUALITY
OSG AGREEMENT

Exhibit I

Information Required by 2 CFR § 200.332(a)

This is a subaward to a subrecipient. See Oregon Accounting Manual Section 30.40.00.102

Recipient Name:

(Note this must match the name associated with UEI # below)

Recipient's unique entity identifier:

Federal Award Identification # (FAIN): 02J66101

Federal Award Date: 07/23/2024

Agreement Period of Performance Start and End Date:

From 90 days prior to effective date **To** 6/30/2024

Budget Period Start and End Date:

From 90 days prior to effective date **To** 6/30/2024

Amount of Initial EPA Funds Obligated under the Agreement: \$

Amount of Cumulative EPA Funds Obligated to Recipient: \$

Amount of all EPA Funds Committed to Recipient: \$

Total Amount of Federal Award to Oregon DEQ as the Pass-through Entity: \$1,377,000

Federal Award Project Title and Description: Oregon's FY 23-24 OSG Grant

Name of Federal Awarding Agency: U.S. Environmental Protection Agency

Contact Information for Awarded Official:

Jennifer Wigal
Department of Environmental Quality
700 NE Multnomah Street, Suite 600
Portland, OR 97232
(503) 229-5323
jennifer.wigal@deq.oregon.gov

Recipient's Indirect Cost Rate:

Assistance Listings number and Title: 66.447 Sewer Overflow and Stormwater Reuse Municipal Grant Program

Is Award R&D? No