

# EPA Waterline Loan Contract Provisions

## Instructions to Bidders:

This procurement is subject to the EPA policy of encouraging the participation of small businesses in rural areas. It is EPA policy that recipients of EPA financial assistance awards utilize the services of small businesses in rural areas (SBRAs), to the maximum extent practicable. The objective is to assure that such small business entities are afforded the maximum practicable opportunity to participate as subcontractors, suppliers and otherwise in EPA-awarded financial assistance programs. This policy applies to all contracts and subcontracts for supplies, construction, and services under EPA grants or cooperative agreements. Small purchases are also subject to this policy

### **Continuous Treatment:**

The Contractor will be responsible for obtaining approval from Ohio EPA for use of temporary pumping facilities, piping and other items in order to complete the project without any plant by-passing. Continuous treatment must be provided at the same level during construction as existed prior to construction. Unless otherwise previously or subsequently specified, the Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of his Contract. The Contractor shall comply with all laws, ordinances, rules, orders, and regulations relating to the performance of the work required to complete their Contract

## Contract Requirements:

### **Violating Facilities:**

The Contractor agrees to comply with all applicable standards, orders or requirements under Section 306 of the Clean Air Act, 42 USC 1857 (h), Section 508 of the Clean Water Act, 33 USC 1368, Executive Order 11738, and EPA regulations, 40 CFR Part 32, which prohibits the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

### **Materials Testing:**

#### Testing Services

1. Contractor shall appoint, employ, and pay for specified services of an independent firm to perform testing.
2. The independent firm will perform tests and other services specified in individual specification sections and as required by the Architect/Engineer.

3. Testing and source quality control may occur on or off the project site. Perform offsite testing as required by the Architect/Engineer or the Owner.
4. Reports will be submitted by the independent firm to the Architect/Engineer and Contractor, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
5. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - a. Notify Architect/Engineer and independent firm 24 hours prior to expected time for operations requiring services.
  - b. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
6. Testing does not relieve Contractor to perform Work to contract requirements.
7. Retesting required because of non-conformance to specified requirements shall be performed by the same independent firm on instructions by the Architect/Engineer. Payment for retesting will be charged to the Contractor by deducting testing charges from the Contract Sum/Price

## Contractor Equal Employment Opportunity Certification

During the performance of this contract, the undersigned agrees as follows:

1. The undersigned will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The undersigned will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The undersigned agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this equal opportunity (federally assisted construction) clause.
2. The undersigned will, in all solicitations or advertisements for employees placed by or on behalf of the undersigned, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
3. The undersigned will send to each labor union or representative of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the undersigned's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The undersigned will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The undersigned will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and relevant orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records and accounts by the administering agency of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of the undersigned's non-compliance with the equal opportunity (federally assisted construction) clause of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part, and the undersigned may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as provided by law.
7. The undersigned will include this equal opportunity (federally assisted construction) clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No 11246 of September 24, 1965, so that such provision will be binding upon each subcontract or vendor. The undersigned will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for non compliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor, as a result of such direction by the administering agency the undersigned may request the United States to enter into such litigation to protect the interest of the United States.

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(Signature)

(Date)

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(Name and Title of Signer, Please type)

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(Firm Name)

## **Certification Regarding Debarment, Suspension, and Other Responsibility Matters INSTRUCTIONS**

Under Executive Order 12549 an individual or organization debarred or excluded from participation in Federal assistance or benefit programs may not receive any assistance award under a Federal program or a subagreement thereunder for \$25,000 or more.

Accordingly, each prospective recipient of an EPA grant, loan, or cooperative agreement and any contract or subagreement participant thereunder must complete the attached certification provide an explanation why they cannot. For further details, see the regulation 40 CFR 32.510, Participants' responsibilities.

Go to <https://sam.gov/content/exclusions> to search for excluded parties. The record includes information regarding entities debarred, suspended, proposed for debarment, excluded or disqualified under the nonprocurement common rule, or otherwise declared ineligible from receiving Federal contracts, certain subcontracts, and certain Federal assistance and benefits. This information may include names, addresses, DUNS numbers, Social Security Numbers, Employer Identification Numbers or other Taxpayer Identification Numbers, if available and deemed appropriate and permissible to publish by the agency taking the action.

### Where To Submit

The prospective EPA grant, loan, or cooperative agreement recipient must return the signed certification or explanation with its application to Ohio EPA.

A prospective prime contractor must submit a complete certification or explanation to the individual or organization awarding the contract.

Each prospective subcontractor must submit a complete certification or explanation to the prime contractor for the project.

Applicants may reproduce these materials as needed and provide them to their prospective prime contractor, who, in turn, may reproduce and provide them to prospective subcontractors.

Additional copies / assistance may be requested from:

Ohio EPA  
Division of Environmental and Financial Assistance  
P.O. Box 1049  
Columbus, Ohio 43216-1049  
(614) 644-2798  
[www.epa.ohio.gov/defa/](http://www.epa.ohio.gov/defa/)

### **Certification Regarding Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) of this certification;
- (d) Have not within a three year period preceding this application / proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and
- (e) Will not utilize a subcontractor or supplier who is unable to certify (a) through (d) above.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

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Type Name & Title of Authorized Representative

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Signature of Authorized Representative

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Date

I am unable to certify to the above statements. My explanation is attached.

## Prohibition on Telecommunications and Video Surveillance

### **§ 200.216 Prohibition on certain telecommunications and video surveillance equipment or services.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain covered telecommunications equipment or services;

(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services;  
or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

(b) As described in section 889 of [Public Law 115-232](#), “covered telecommunications equipment or services” means any of the following:

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) 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);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment;

(4) 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;

(c) For the purposes of this section, “covered telecommunications equipment or services” also include 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.

(d) In implementing the prohibition under section 889 of [Public Law 115-232](#), heads of executive agencies administering loan, grant, or subsidy programs must prioritize available funding and technical support to assist affected businesses, institutions, and organizations as is reasonably necessary for those affected entities to transition from covered telecommunications equipment or services, to procure replacement equipment or services, and to ensure that communications service to users and customers is sustained.

(e) When the recipient or subrecipient accepts a loan or grant, it is certifying that it will comply with the prohibition on covered telecommunications equipment and services in this section. The recipient or

subrecipient is not required to certify that funds will not be expended on covered telecommunications equipment or services beyond the certification provided upon accepting the loan or grant and those provided upon submitting payment requests and financial reports.

(f) For additional information, see section 889 of [Public Law 115-232](#) and [§ 200.471](#)

**Resources:**

**FAQ's:** [Sec. 889 of 2019 NDAA FAQ\\_20201124.pdf \(performance.gov\)](#)

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

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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

| Contract Item Number  | Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies | Price of Work Submitted to the Prime Contractor   |
|---|---|---|
|   |   |   |
| DBE Certified By: <input type="radio"/> ODOT <input type="radio"/> DAS/EDGE<br><input type="radio"/> Other: _____ |   | Meets/ exceeds EPA certification standards?<br><input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> Unknown |

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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



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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

|                                   |                   |
|-----------------------------------|-------------------|
| <b>Prime Contractor Signature</b> | <b>Print Name</b> |
|                                   |                   |
| <b>Title</b>                      | <b>Date</b>       |
|                                   |                   |

|                                |                   |
|--------------------------------|-------------------|
| <b>Subcontractor Signature</b> | <b>Print Name</b> |
|                                |                   |
| <b>Title</b>                   | <b>Date</b>       |
|                                |                   |

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

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

|   |                                      |                         |                                 |
|---|--------------------------------------|-------------------------|---------------------------------|
| I have identified potential DBE certified subcontractors        | ___YES                               | ___NO                   |                                 |
| If yes, please complete the table below. If no, please explain: |                                      |                         |                                 |
|   |                                      |                         |                                 |
| <b>Subcontractor Name/<br/>Company Name</b>                     | <b>Company Address/ Phone/ Email</b> | <b>Est. Dollar Amt.</b> | <b>Currently DBE Certified?</b> |
|   |                                      |                         |                                 |
|   |                                      |                         |                                 |
|   | Continue on back if needed           |                         |                                 |

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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

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

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 I.

|                                   |                   |
|-----------------------------------|-------------------|
| <b>Prime Contractor Signature</b> | <b>Print Name</b> |
|                                   |                   |
| <b>Title</b>                      | <b>Date</b>       |
|                                   |                   |

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

| <b>Contract Item Number</b> | <b>Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies</b> | <b>Amount Received by Prime Contractor</b> |
|-----------------------------|--|--|
|                             |  |  |

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

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



**AMERICAN IRON AND STEEL ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the City of \_\_\_\_\_ (“Purchaser”) and the State of Ohio (the “State”) 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 Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, 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 Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State 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 State.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type

\_\_\_\_\_  
Bidder’s Firm

Check here if the WPCLF or WSRLA applicant will be requesting an individual waiver for non-American made iron and steel products. Please note that the waiver box does not need to be marked for nationwide waivers.

State of Ohio  
 WATER POLLUTION CONTROL LOAN FUND (WPCLF) /  
 WATER SUPPLY REVOLVING LOAN ACCOUNT (WSRLA)

**CONTRACT CHANGE ORDER**

RECIPIENT \_\_\_\_\_ CHANGE ORDER NBR \_\_\_\_\_

LOAN NUMBER \_\_\_\_\_ CONTRACT \_\_\_\_\_

OWDA PROJECT No. \_\_\_\_\_ DATE \_\_\_\_\_

Description of Change:

The time provided for completion in the contract for the above items is (increased/decreased) by \_\_\_\_ calendar days.

RECOMMENDED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Engineer)

APPROVED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Recipient)

ACCEPTED BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Contractor)

\_\_\_\_\_  
 (Company)

|                           |       |
|---------------------------|-------|
| Original Contract Amt     | _____ |
| Previous Changes (+ / --) | _____ |
| This Change (+ / --)      | _____ |
| Adjusted Contract Amt     | _____ |

**OWDA APPROVAL**  
 The above proposal is hereby accepted and I recommend that it be approved and made a part of the contract noted above. The approval does not constitute an increase in the total loan amount, but represents approval for the work.

|                     |                |
|---------------------|----------------|
| Ohio EPA Acceptance | Chief Engineer |
| Date                | Date           |

## **CHANGE ORDER INSTRUCTIONS:**

All Change Orders for this work, regardless of costs and whether Water Pollution Control Loan Fund (WPCLF) or Water Supply Revolving Loan Account (WSRLA) funding will be used to finance the changes, must be submitted to Ohio EPA for review.

### *Changes Requiring Prior Approval*

Any change which substantially modifies the Project Facilities as specified in the Ohio EPA approved Facilities Plan and Final Permit to Install or Final Plan Approval (when applicable) or alters the direct or indirect impact of the Project Facilities upon the environment must be incorporated into a Change Order. One copy of the Change Order prior to execution is to be submitted to Ohio EPA for review and prior approval of the acceptability of the change. "Prior to execution" means before the Change Order is signed by the Owner.

Ohio EPA will review the Change Order and inform the Owner of the technical, environmental and operational acceptability of the change, and give the Owner permission to proceed with the proposed work.

### *All Other Changes*

Change Orders not requiring prior approval as described above must be submitted to Ohio EPA within one (1) month of the time at which they are approved by the Owner. All change orders must be submitted electronically to dedicated change order email addresses for WPCLF and WSRLA projects.

### *Change Order Approval Process*

After the Change Order is executed, one (1) copy of the Change Order, including the supporting documentation, is to be sent electronically to Ohio EPA for final review.

The dedicated e-mail address for the electronic submittal of WPCLF Change Orders is [EPAWPCLFCO@epa.ohio.gov](mailto:EPAWPCLFCO@epa.ohio.gov).

The dedicated e-mail address for the electronic submittal of WSRLA Change Orders is [EPAWSRLACO@epa.ohio.gov](mailto:EPAWSRLACO@epa.ohio.gov).

After the Change Order is accepted and eligible costs determined, Ohio EPA will issue a letter informing the Owner and authorizing OWDA to disburse funds from Project Contingency for the work. The OEPA letter will be sent electronically along with a PDF of the WPCLF/WSRLA Change Order form which will be signed by all parties including Ohio EPA and OWDA.

### *Payments for Change Order Work*

The Owner is precluded from submitting to the OWDA payment requests for Eligible Project Costs associated with the Change Orders until such time as the Ohio EPA's approval of the Change Orders has been obtained.



**BUILD AMERICA. BUY AMERICA (BABA) ACKNOWLEDGEMENT**

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Owner”) and the State of Ohio (State) that it understands the goods and services under this Agreement are being funded with federal monies and have statutory requirements commonly known as “Build America, Buy America;” that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States (“Build America, Buy America Requirements”) including iron and steel, manufactured products, and construction materials provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and Funding Authority (a) the Contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements 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 Build America, Buy America Requirements, as may be requested by the Owner or the Funding Authority. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or Funding Authority to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Owner or Funding Authority resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the Funding Authority or any damages owed to the Funding Authority by the Owner). If the Contractor has no direct contractual privity with the Funding Authority, as a lender or awardee to the Owner for the funding of its project, the Owner and the Contractor agree that the Funding Authority 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 Funding Authority.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title of Authorized Signatory, Please Print or Type

\_\_\_\_\_  
Bidder’s Firm