

# CITY OF FLOWERY BRANCH

## Request for Proposals



RFP No. 26-010

## **SCADA SYSTEM EQUIPMENT UPGRADE FOR WATER SYSTEM**

RFP Release: Wednesday, May 13, 2026

Mandatory Pre-Bid Meeting: Wednesday, June 3, 2026, 9:30 a.m. EST.

RFP Questions Deadline: Friday, June 5, 2026, 11:00 a.m. EST.

RFP Due Date: Tuesday, June 30, 2026, 2:00 p.m. EST.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch  
Finance Department  
5410 Pine Street  
Flowery Branch, GA 30542

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## BACKGROUND

Located on Lake Lanier and just over forty miles from Atlanta, Flowery Branch has maintained a picturesque historic downtown. Recent investment, including streetscape improvements and a revitalized train depot, is beginning to revitalize the downtown area, known as “Old Town.” Many of the original buildings in the historic central business district still exist and have been rehabilitated and repurposed.

## PROJECT INTRODUCTION

The City of Flowery Branch, Georgia (henceforth referred to as the "City"), is soliciting proposals from qualified Supervisory Control and Data Acquisition (SCADA) Integrators to provide both ongoing/as-needed SCADA maintenance and advisory services, and to perform capital improvements on/for the City’s existing SCADA system. The project includes the City’s SCADA monitoring and control system at one (1) office location, with Remote Telemetry Units (RTUs) at one (1) booster pump station, two (2) elevated tank sites, and one (1) well house site.

The selected Integrator will be required to coordinate all SCADA system design, installation, and configuration with the City’s Information Technology (IT) Department to ensure network security, proper firewall configuration, and secure remote access in accordance with industry cybersecurity best practices.

The selected Respondent will be required to execute the City’s standard Professional Services Agreement, included at the end of this document. The City anticipates executing two separate contracts: A one-time contract for the SCADA system equipment upgrade, and a separate contract for recurring annual maintenance and service.

This project will be funded through the Georgia Environmental Finance Authority (GEFA), and all applicable State and Federal requirements will apply.

Respondents must review and adhere to all GEFA-related special conditions and supplemental requirements, including the Supplemental General Conditions (Attachment A) and American Iron and Steel Special Conditions and Information (Attachment B).

## CORRESPONDENT

Upon release of this Solicitation, all Respondent communications concerning this acquisition must be directed to the Finance Department contact listed below:

City of Flowery Branch  
**Attn: Nancy Rodriguez**  
5410 Pine Street, Flowery Branch, GA. 30542  
Phone: (770-967-6371) ext. 111  
[Nrodriguez@flowerybranchga.org](mailto:Nrodriguez@flowerybranchga.org)

Unauthorized contact regarding this Solicitation with any other City of Flowery Branch employee may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Respondents should rely solely on written statements issued by the City’s designated contact.

## MANDATORY PRE-BID MEETING:

A mandatory pre-bid meeting will be held on Wednesday, June 3, 2026, at 9:30 a.m. EST at 5410 Pine Street, Flowery Branch, GA 30542. Attendance is required for all interested Respondents. Questions may be provided during the pre-bid meeting or submitted in writing no later than the question deadline noted above.

Following the meeting at City Hall, Respondents will be required to travel to three (3) additional sites: the Well Building, Booster Pump Building and the Wastewater Treatment Plant.

## QUESTIONS

All questions must be submitted in writing to the contact named above. Questions must be received by 11:00 a.m. EST on Friday, June 5, 2026. Questions asked verbally during the pre-bid meeting will be documented by the City and included in the official list of questions and answers. However, any oral responses provided during the meeting will be considered unofficial and non-binding. Only the written responses issued by the City after the question deadline will be considered official. A list of questions and answers will be posted on the city website at [www.flowerybranchga.org/BIDs](http://www.flowerybranchga.org/BIDs) and on the Georgia Procurement Registry (GPR).

## RESPONSE DATE AND LOCATION

The Finance Department must receive the Respondent's submission in a sealed envelope, in its entirety, no later than 2:00 p.m. Eastern Standard Time on Tuesday, June 30, 2026, at 5410 Pine Street, Flowery Branch, Georgia. Submissions received after the deadline will be returned unopened to the sender. All submissions and accompanying documentation will become the property of the City of Flowery Branch and will not be returned. **Submissions must be clearly marked on the outside of the package with the required Solicitation Label.**

Respondents assume all risks associated with their chosen method of delivery. The City of Flowery Branch is not responsible for delays caused by any delivery service. A postmark by the due date will not substitute for actual receipt of the submission. Late submissions will not be accepted, nor will additional time be granted to any Respondent. Submissions may not be delivered by facsimile, other telecommunication methods, or solely by electronic means.

## PROPOSED SCHEDULE:

Release:	Wednesday, May 13, 2026
Mandatory Pre-Bid Meeting:	Wednesday, June 3, 2026, 9:30 a.m. EST
Questions Deadline:	Friday, June 5, 2026, 11:00 a.m. EST.
Due Date:	Tuesday, June 30, 2026, 2:00 p.m. EST.
City Council Award of Contract:	TBD
Contract Effective Date	TBD

## SCOPE OF WORK

The general scope outlined below describes the anticipated services. The selected Integrator will be responsible for providing a complete and comprehensive design and installation that meets the City's monitoring and control objectives. The work shall include furnishing all necessary materials, equipment, services, and training to deliver a fully operational SCADA system.

1. Ongoing SCADA/CSI Maintenance Services (funded via local funds)

2. Capital Improvements to SCADA system (funded by GEFA funds and subject to GEFA requirements).

## **SCADA SYSTEM SPECIFICATIONS**

### **I. Flowery Branch Utility Department**

The work for this portion shall consist of furnishing all labor, materials, and equipment necessary to design, upgrade, and implement SCADA monitoring and controls at one (1) office location, with integration into the upgraded SCADA system as described below:

- a. Provide SCADA computer hardware and software along with programming services to upgrade the existing SCADA system within the wastewater plant office.
- b. Provide new realistic and process view graphics displays to replace all existing graphic displays and perform a complete “point-to-point” I/O checkout for all input and output signals from the field device, through the remote or local PLC and through the SCADA system database, new graphics displays, alarming subsystems, reporting subsystems, and trending subsystems.
- c. Provide a new workstation to run a standalone version of the SCADA software that will eventually replace the existing client's workstation. Once the system is fully swapped over, the existing client workstation should no longer be required.

### **II. Collection & Distribution SCADA Sites**

The work under this item shall include all equipment, materials, and services required to furnish and install cellular SCADA connections to one (1) booster pump station, (1) ground tank one (1) elevated tank and two (2) well house sites with a connection into the upgraded SCADA systems to be supplied under the other items listed above, as described below.

- A. Provide a complete stand-alone alarm and SCADA system with a cellular data interface, capable of monitoring and/or controlling pumps, tank levels, run status, pressures, and related operational parameters.
- B. Ensure that all remote stations report to the new SCADA system hardware being installed at the City of Flowery Branch Wastewater Plant.
- C. Furnish and install new cellular-based remote telemetry units at each site.

### **III. System Functional Description, Water Supply Wells, Ground Storage Tank, Booster Pump Station, and Elevated Storage Integration**

#### **A. System Overview**

- i. The system consists of multiple groundwater wells, a ground storage tank, a booster pump station, and an elevated storage tank (250K-gallon water tower). The existing SCADA system provides limited visibility and control. This project expands system functionality to support additional wells, upgraded SCADA computer and software, improved level measurement, coordinated control between wells and booster pumps, and enhanced SCADA monitoring, alarming, and operator control. The upgraded system will utilize cellular communications to increase reliability.
- ii. The upgraded system shall ensure reliable, fail-safe operation, coordinated sequencing between system components, and improved situational awareness for operators and administrators.

## **B. Ground Tank and Existing Wells (Wells 1 & 3)**

### **i. Existing Configuration**

- Two existing wells pump into a ground storage tank.
- The well depths are not visible, and no trends are available on SCADA
- Well operation is currently controlled by float switches located in the ground tank.
- The existing SCADA system displays limited information.

### **ii. New Requirements**

- A continuous level transmitter shall be installed in the ground tank.
- Ground tank level shall be displayed on the new SCADA system in real time.
- Wells shall operate primarily based on the analog level transmitter, with existing float switches retained as backup control and safety devices.
- Existing wells must have their level transducers read out on SCADA with trending data.
- SCADA shall provide visibility of:
  - a. Ground tank level
  - b. Well run status
  - c. Well fault/alarm status
  - d. Operators shall be able to place wells in Hand / Off / Auto mode from SCADA, subject to interlocks.

## **C. Booster Pump Station**

Operators shall be able to start and stop booster pumps from SCADA, subject to local safety and interlocks.

The booster pump control panel shall be designed to operate independently of SCADA.

Loss of SCADA communications shall not prevent normal booster pump operation.

The SCADA integrator shall coordinate with the booster pump panel vendor to ensure fail-safe standalone operation.

### **i. Existing Equipment**

- Four (4) booster pumps.
- Existing RTU in place.
- Discrete I/O available.
- Run status feedback (DI)
- Start/Stop commands (DO)

### **ii. Functional Requirements**

SCADA shall display:

- a. Which booster pump is running
- b. Individual pump fault/alarm status
- c. Overall booster station running status

## **D. Elevated Storage Tank (250K-Gallon Water Tower)**

### **i. Existing Level Measurement**

- Existing Rosemount pressure gauge located in the well house.
- Signal is currently used by the booster pump station and SCADA as a level reference.

- ii. New Level Measurement and Control
  - A primary Rosemount pressure transmitter shall be installed in the valve vault adjacent to the 250-gallon tank.
- iii. This transmitter shall provide continuous level indication to:
  - SCADA
  - Booster pump control logic
- iv. The existing pressure gauge at the well building shall remain in service as a backup level source.
  - SCADA shall include a selectable switch to choose Primary or Backup level signal.
- v. Control Logic
  - The primary level transmitter shall control booster pump start/stop logic.
  - System logic shall ensure proper sequencing based on tank level thresholds.

#### **E. System Coordination and Interlocks**

The system shall operate under the following coordinated control rules

- i. Tank Full
  - Booster pumps OFF
- ii. Tank Drops to Filling Level (~7 ft from Full)
  - Booster pumps turn ON
- iii. SCADA System Enhancements  
The new SCADA system shall provide full system visibility and control, including:
  - Real-Time Displays
  - All two (2) wells
  - All four (4) booster pumps
  - Ground tank level
  - Elevated tank level
  - System pressure
- iv. Operator Controls
  - Hand / Off / Auto selection for wells and booster pumps
  - Administrative control for interlock overrides
- v. Alarming and Setpoints  
Configurable alarm setpoints for:
  - Tank levels
  - Pump faults
  - Communication failures
  - Alarm acknowledgment and historical logging

#### **IV. Information Technology**

The selected Integrator shall coordinate all network architecture, remote communications, cybersecurity considerations, and SCADA server configurations with the City of Flowery Branch Information Technology (IT) Department.

No SCADA equipment shall be installed on the City network without review and approval by the City's IT personnel.

The Integrator shall design the SCADA system in coordination with the City's IT staff and in accordance with recognized industrial cybersecurity best practices. The Integrator shall coordinate with the City's IT Department to ensure proper firewall configuration, secure remote access, and protection against unauthorized access to the SCADA network.

##### **A. SCADA Platform**

The Integrator shall identify the proposed SCADA platform, including HMI software, PLC hardware, and communications architecture. The City reserves the right to review and approve the selected platform prior to final system design.

- i. The Integrator shall provide complete system documentation including:
  - a. Network architecture diagrams
  - b. PLC logic documentation
  - c. SCADA database/tag list
  - d. Operator manuals
  - e. Backup copies of all programming and configuration files

##### **B. Software Licensing**

Respondents must clearly identify all software licensing associated with the proposed SCADA system, including:

- SCADA/HMI software licenses
- Tag count limitations
- Client workstation licenses
- Historian or reporting software licenses
- Annual maintenance or subscription costs

All initial licensing required for system operation shall be included in the SCADA System Upgrade cost.

Respondents must disclose any recurring licensing fees associated with the system.

#### **V. Ownership of Programming and System Files**

Upon completion of the project, the City shall receive full ownership of all system configuration files and programming developed for the project, including:

- PLC source code
- SCADA application files
- HMI graphics
- Tag databases
- Alarm configuration files
- System documentation

The Integrator shall provide the City with electronic backup copies of all programming and configuration files.

No passwords, encryption, or licensing restrictions shall prevent the City or a future integrator from accessing or modifying the system.

The City shall retain the right to use, modify, maintain, and expand the SCADA system without restriction.

## **VI. System Integration and Programming**

The Integrator shall provide complete system integration and programming services necessary to deliver a fully operational SCADA system. This shall include, but not be limited to:

- PLC programming and configuration
- SCADA database configuration and tag development
- Development of all HMI graphics displays
- Alarm configuration and alarm notification setup
- Historical data trending configuration
- Communications configuration between all PLCs, RTUs, and the central SCADA system
- System testing and commissioning
- On-site operator and administrative training for City personnel following system commissioning

All programming and configuration required to deliver a fully functional system shall be included in the proposal price.

## **VII. Summary**

This project delivers a comprehensive modernization of the City's water system SCADA infrastructure, improving reliability, operational awareness, and coordinated control across all wells, tanks, and pumping facilities by:

- i. Upgrading SCADA hardware, software, graphics, and databases to provide a unified, modern monitoring and control platform
- ii. Implementing new cellular-based telemetry at remote sites to increase communication reliability and system visibility
- iii. Integrating wells, ground storage, booster pumps, and elevated storage into a coordinated control strategy with clear interlocks and fail-safe standalone operation
- iv. Enhancing level measurement through new continuous transmitters, redundant sensing, and improved trending and alarming
- v. Expanding operator control capabilities, including Hand/Off/Auto selection, alarm acknowledgment, configurable setpoints, and administrative overrides
- vi. Strengthening cybersecurity and IT alignment through coordinated network design, secure remote access, and documented system architecture
- vii. Ensuring long-term maintainability by providing full ownership of all programming, configuration files, and documentation to the City

The completed system will provide operators with a clear, intuitive, and real-time view of system conditions while maintaining robust automatic control, improved reliability, and protection against unsafe or abnormal operating conditions.

## **VIII. Qualifications**

Firms submitting Statements of Qualifications must meet the following minimum requirements. Failure to meet any requirement will result in disqualification from further consideration.

### **A. Experience**

- Proven experience in SCADA system design, installation, and integration for municipal water and wastewater utilities.
- Completion of at least seven (7) SCADA projects of similar scope within the past fifteen (15) years, preferably in Georgia or the Southern United States.

### **B. Project Team**

- A qualified project team that includes licensed Professional Engineers, degreed engineers, and certified SCADA technicians, as applicable.
- Ability to provide ongoing service and maintenance support following system installation.
- The Integrator shall demonstrate the ability to provide emergency service response within four (4) hours for SCADA system failures affecting water system operations following system installation..

### **C. Technical Capability**

- On-site panel shop capability to design and assemble control panels in-house.
- Ability to provide one spare part for each type of module, power supply, PLC processor, and cellular modem/router used in the system.

### **D. Licenses and Certifications**

- Possession of all required licenses and certifications, including but not limited to:
  - i. Engineering Certificate of Authorization (COA)
  - ii. Electrical Contractor License
  - iii. Control System Integrators Association (CSIA) Certification
- Adequate insurance coverage with the capacity to list the City and the Engineer as additional insureds.

### **E. Compliance**

- Confirmation of compliance with all applicable state and federal laws, including Georgia procurement requirements.
- Ability to comply with all GEFA-related federal requirements, including the GEFA Supplemental General Conditions (Attachment A) and American Iron and Steel (AIS) Requirements (Attachment B).
- Disclosure of any conflicts of interest or litigation related to similar projects.

### **F. References**

- At least seven (7) client references for SCADA projects of similar scope completed within the past fifteen (15) years, preferably in Georgia or the Southern United States.

## **RESPONDENT RESPONSIBILITY**

When determining whether a Respondent is qualified, or when evaluating a submission, the following factors may be considered, any one of which will suffice to determine whether a Respondent is qualified or whether the submission is most advantageous to the City:

- A. The ability, capacity, and skill of the Respondent to perform the contract or provide the required equipment and/or services.
- B. The character, integrity, reputation, judgment, experience, and efficiency of the Respondent.
- C. Whether the Respondent can perform the contract within the time specified.
- D. The quality of performance of previous public and private contracts or services, including, but not limited to, Respondent's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a Respondent, within the past three years, shall be deemed to be such a failure.
- E. The previous and existing compliance by the Respondent with laws relating to the contract or service.
- F. Evidence of collusion with any other Respondent, in which case colluding Respondent will be restricted from submitting further response on the subject project or future solicitations, for a period not less than three years.
- G. All employees, subcontractors or vendors performing services in any City-owned building must be submitted to pass a thorough criminal background investigation with no convictions, other than minor traffic violations.
- H. The Respondent has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged, or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. The Respondent shall affirmatively disclose to the City all such convictions, especially of management personnel or the Respondent as an entity, prior to the notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole opinion and discretion, for termination for default subsequent to the award or execution of the contract.
- I. If the Respondent will be unable, financially, or otherwise, to perform the work.
- J. At the time of the solicitation opening, the Respondent is not authorized to do business in Georgia, or otherwise lacks a necessary license, registration, or permit.
- K. Any other reason deemed proper by the City.

**LIABILITY AND INSURANCE**

During the performance of the duties outlined in the Scope of Work of this solicitation, the successful Respondent shall procure the following insurance, which shall be full coverage insurance not subject to self-insurance provisions, except for vehicle collision insurance and comprehensive automobile coverage and shall not, of the Respondent's initiative, cause such insurance to be cancelled or materially altered during the contract term. The Respondent must provide evidence, satisfactory to the City, of the following insurance requirements:

- A. Owner requires the Respondent to have and maintain the following insurance coverage and indemnification provisions with the City of Flowery Branch named as an additional insured hereunder.
- B. The Respondent agrees to provide and maintain insurance coverage until the contract is completed and to furnish certificates from its insurance carriers showing that it carries insurance in the following minimum limits:

▪ Workers' Compensation	Statutory Minimum
▪ General Liability	\$1,000,000/incident \$3,000,000 aggregate
▪ Architects and Engineers Professional Liability	\$2,000,000/incident \$2,000,000 aggregate

### C. PROOF OF INSURANCE

The Respondent shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and date of expiration of policies. Such certificates shall also contain substantially the following statement: The insurance covered by this certificate will not be cancelled or materially altered, except after thirty (30) days written notice has been received by the Owner.

### D. INDEMNIFICATION

The Respondent shall indemnify, protect, defend and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorney's fees and costs, court costs, interest, defense costs and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of the contract by Respondent or by any individual or entity for which Respondent is legally liable, including but not limited to officers, agents, employees or subcontractor of Respondent.

## **REQUIREMENTS / EVALUATION CRITERIA**

This project is funded through the Georgia Environmental Finance Authority (GEFA). As a result, all Respondents must comply with applicable State and Federal requirements associated with GEFA-funded projects.

Respondents must review and adhere to all GEFA-related special conditions and supplemental requirements included with this RFP. These include:

- Supplemental General Conditions (Attachment A)
- American Iron and Steel Special Conditions and Information (Attachment B)

Respondents must ensure that all proposed materials, equipment, and project delivery methods conform to these GEFA requirements. Any exceptions or deviations must be clearly identified in the proposal.

Compliance with all GEFA Supplemental Conditions and AIS requirements will be considered during evaluation.

Respondents must structure their proposals to support the City's contracting approach, which will include:

- A one-time contract for the SCADA system equipment upgrade
- A separate contract for recurring annual maintenance and service

## **I. SUBMISSION REQUIREMENTS**

The Respondent must submit all documentation as required by specifications, which shall include, but is not limited to: Bid Bonds, Addendum Acknowledgements, Label, one (1) original hard copy of the solicitation, and one (1) electronic copy on a flash drive.

The Statement of Qualifications shall be typed in a minimum 12-point font on standard 8.5" x 11" paper and shall be limited to no more than thirty (30) pages. The page limit does not include the cover sheet, section dividers, or appendices.

**A. Transmittal Letter – Limit: 2 pages**

- Provide a Letter of Transmittal describing your firm’s interest in providing SCADA Services and explaining how the City’s Utility Department will benefit from selecting your firm as its SCADA Integrator. This letter shall be limited to two (2) pages and must acknowledge receipt of all issued Addenda.

**B. Table of Contents – Limit: 1 page**

**C. Company Profile and Qualifications – Limit: 10 pages**

This section shall demonstrate your firm’s qualifications, relevant experience, and overall capability to provide SCADA Services. The content should be clear and concise; brevity is encouraged. Resumes of key team members may be included in an Appendix and will not count toward the page limit.

At a minimum, the following information shall be provided:

- Background and History of the Firm – including years in business
- Corporate Structure – type of entity (corporation, sole proprietorship, etc.) and organizational chart
- Ownership and Staffing – list of all owners and officers; number of licensed Professional Engineers and/or degreed engineers on staff (if none, state so)
- Office Locations – including field service offices and/or available technicians
- Services Offered – summary of SCADA related services provided
- Licenses and Certifications – confirmation of all relevant licenses and certifications held by the firm, including but not limited to:
  - Engineering Certificates of Authorization (COA) by State
  - Electrical Contractor Licenses by State
  - Control System Integrators Association (CSIA) Certification
- Project Team Members – list of proposed team members (resumes to be included in Appendix)
- Description of service response times, emergency support availability, and maintenance support structure, including confirmation of the ability to meet the four (4) hour emergency response requirement described in this RFP.

**D. References and Project Experience – Limit: 10 pages**

Provide at least seven (7) SCADA projects completed within the past fifteen (15) years for Drinking Water Treatment Plants, Ground Water Systems, and distribution systems in the Southern United States, preferably Georgia.

For each project, include:

- Name and location of project
- Client contact information (name, address, phone, email)
- Description of the project and SCADA system installed, including HMI platform and communication methods
- Installation date, contract duration, and actual completion time to demonstrate timeliness
- Discussion of dependability, reliability, warranty services, and cooperation with Owner’s staff

- Explanation of ongoing service and support provided since installation, including whether a formal service/maintenance agreement exists
- Additional technical details, such as:
  - Number of tags
  - SCADA system platform
  - Example HMI screen images from similar SCADA systems demonstrating system visualization capability.

**E. General Approach to Projects – Limit: 5 pages**

Provide a description of your firm’s general technical approach to SCADA projects. At a minimum, address the following:

- How do you scope a project
- How do you determine the cost of a project
- How do you manage the project from design through installation and implementation

**F. Rates – Limit: 2 pages**

Include a list of hourly rates, organized by employee type, and include any reimbursable expenses and typical day rates for site visits.

Provide an itemized pricing sheet that includes a detailed breakdown of all proposed costs. Hourly rates must be organized by employee type, and all reimbursable expenses should be clearly listed. Please also include typical day-rates for site visits.

In addition, all proposed costs must be separated into the following categories:

- SCADA System Upgrade (Construction) Costs  
Provide all one-time costs associated with the equipment upgrade, including materials, installation, integration, and commissioning. These costs must be itemized so the City can evaluate each component individually.
- Annual Maintenance and Service Costs  
Provide the expected recurring yearly costs following completion of the upgrade, including maintenance, support, licensing, and any ongoing services. These costs must also be itemized.

Please note that the City may need to remove or adjust specific line items after reviewing the itemized pricing sheet to ensure alignment with available budget. Clear cost separation will help facilitate this evaluation.

The City will withhold five percent (5%) retainage from each progress payment in accordance with the Contract. Respondents shall account for this retainage in their pricing.

**G. Anticipated Timeline – Limit: 1 page**

Provide an anticipated timeline for completing the SCADA project. The City anticipates a total project duration of approximately one (1) year. Respondents may propose alternative durations if justified by their methodology or approach.

## **H. Interview Process**

Shortlisted Respondents will be invited to participate in an interview with the City's selection committee. The interview will be used solely to clarify information contained in the written proposal and to evaluate the firm based on the criteria identified in this RFP. No new information may be introduced that would materially alter the contents of the submitted proposal.

## **II. EVALUATION CRITERIA**

Submissions will be evaluated based on the following criteria (100 points total):

### **1. Integrator Experience and Qualifications (30 Points)**

- The City will evaluate the SCADA Integrator's overall experience, qualifications, and demonstrated capability to provide SCADA services. Consideration will include the firm's background, years in business, staffing and technical expertise, licenses and certifications, office locations, availability of field service personnel, and the qualifications of proposed project team members. Consideration will also include the Integrator's experience implementing secure SCADA architectures and coordinating with municipal IT departments.

### **2. Project Performance and Reliability (30 Points)**

- The City will evaluate the Integrator's performance on previous SCADA projects, with particular emphasis on relevance to water treatment and distribution systems. Evaluation factors include timeliness of project completion, dependability and reliability of delivered systems, quality and responsiveness of warranty services, and demonstrated ability to cooperate with treatment plant staff without negatively impacting daily operations.

### **3. Service, Maintenance, and Support (30 Points)**

- The City will evaluate the Integrator's ability to provide effective ongoing service and maintenance support. Consideration will include the availability and quality of support services, response capabilities, existence of service or maintenance agreements, and the proximity of service technicians and offices to the project location. Consideration may include the proximity of the Integrator's service technicians and their ability to respond quickly to emergency service requests.

### **4. Cost Competitiveness (10 Points)**

- The City will evaluate the completeness, clarity, and reasonableness of all proposed costs, including hourly rates (by employee type), day rates, reimbursable expenses, one-time SCADA System Upgrade (Construction) costs, and Annual Maintenance and Service costs. Proposals that provide a fully itemized pricing sheet, allowing the City to assess individual cost components and adjust scope based on budget, will be scored more favorably. Overall value to the City will be a key consideration.

<b>Evaluation Criteria</b>		
<b>#</b>	<b>Evaluation Category</b>	<b>Maximum Points</b>
	<b>Experience and Qualifications</b>	
<b>1</b>	Firm background, relevant SCADA experience, staffing, licenses and certifications, experience coordinating with municipal IT departments, office locations, and proposed project team.	<b>30</b>
	<b>Past Project Performance and Reliability</b>	
<b>2</b>	Timeliness of completion, dependability, reliability, warranty service, and cooperation with treatment plant staff without negatively impacting operations	<b>30</b>
	<b>Service, Maintenance, and Local Support</b>	
<b>3</b>	Quality and availability of service and maintenance support, emergency response capabilities, service agreements, and proximity of technicians and offices.	<b>30</b>
	<b>Cost Competitiveness</b>	
<b>4</b>	Reasonableness, competitiveness, and level of itemization provided for hourly rates (by employee type), day rates, reimbursable expenses, one-time SCADA System Upgrade (Construction) costs, and Annual Maintenance and Service costs, enabling the City to evaluate individual cost components.	<b>10</b>
<b>Total Points</b>		<b>100</b>

## **AWARD AND EXECUTION**

The City will select the response that, in its sole discretion, is the most responsive and responsible submission to the City. The City will evaluate all submissions based on the published evaluation criteria and will create a shortlist of Respondents for interviews. Respondents should therefore submit their response on the most favorable terms available, as the City will not issue a follow-up or additional solicitation.

Following the evaluation of submissions, the City will create a shortlist of Respondents for further consideration. Only shortlisted Respondents will be invited to participate in interviews. Participation in an interview, if requested, is mandatory for continued award consideration.

Once the final Respondent is selected, the City may initiate contract negotiations, which may include, but are not limited to, discussions of pricing, scope of work, and other contract terms. The City reserves the right to negotiate scope, schedule, pricing, and contractual terms with the selected Respondent. The City anticipates executing two separate contracts: A one-time contract for the SCADA system equipment upgrade, and a separate contract for recurring annual maintenance and service.

Should the City require additional time to finalize the award, the award period may be extended by mutual agreement between the City and the selected Respondent. If a contract award has not been made within ninety days of the submission due date, or within an agreed-upon extension, the Respondent may withdraw its submission without further obligation by either party.

The selected Respondent will be required to execute the City's standard Professional Services Agreement, included at the end of this document.

Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution or, in the event of a renewal, beyond the fiscal year of such renewal.

## **GENERAL CONDITIONS**

### **I. WAIVER OF TECHNICALITIES**

All items must meet or exceed specifications as stated by the City of Flowery Branch. The City of Flowery Branch reserves the right to waive any technicalities and to reject or accept any solicitation in its entirety or to accept any portion thereof if it is determined that either method results in lower costs, better service, final satisfaction or is otherwise determined to be in the best interest of the City of Flowery Branch. The award may be made by item number or in total. Determination of best response to solicitation will be the sole judgment of the City of Flowery Branch. Solicitation shall remain valid for ninety days from the date of solicitation opening.

### **II. BONDING REQUIREMENTS**

Bid, performance and payment bonds shall be required for all contracts where the cost is fifty thousand dollars (\$50,000.00) or greater

#### **a. Bid Bonds**

- i. The bid bond must be in an amount of not less than 5 percent of the total amount payable by the terms of the contract. In lieu of a bid bond, the city may accept a cashier's check, certified check, or cash deposit in an amount of not less than 5 percent of the total amount payable by the terms of the contract. If the contract does not exceed \$750,000.00, the city may also accept an irrevocable letter of credit in lieu of the bid bond. No bid or bid shall be considered to be complete unless a bid bond has been submitted. O.C.G.A. § 36-91-50(d). If a bid bond is required and the Vendor fails to provide it, the contract shall be invalid. O.C.G.A. § 36-91-50(d). The city must approve the form and solvency of the surety prior to acceptance of the bid or bid. O.C.G.A. § 36-91-40(a)(2).

#### **b. Performance Bonds**

- i. The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. O.C.G.A. § 36-91-70. If the public works construction contract is less than \$750,000.00, the local government may accept an irrevocable letter of credit instead of a performance bond. O.C.G.A. § 36-91-71. No public works construction contract requiring a performance bond shall be valid for any purpose unless the Vendor shall give such performance bond. O.C.G.A. § 36-91-70. The affected city may recover any damages resulting from the Vendor's breach by filing an action within one year of the completion of the project and acceptance of the work. O.C.G.A. § 36-91-72. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

c. Payment Bonds

- i. The payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subVendors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90. In lieu of a payment bond, the city may accept, in its discretion, a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract. O.C.G.A. § 36-91-90. No public works construction contract requiring a payment bond shall be valid for any purpose. O.C.G.A. § 36-91-91. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

**III. NON-COLLUSION**

Respondent(s), by submitting a solicitation, certify that the accompanying solicitation is not the result of, or affected, by any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Georgia or United States law.

**IV. SOLICITATION REJECTION**

The City of Flowery Branch reserves the right to reject any or all solicitations at any time without penalty. **Any Respondent, who acts as a supplier to another Respondent submitting a solicitation and also submits a solicitation of their own, will be viewed as participating in Collusive behavior. This behavior displays a pattern or practice of unethical or immoral business practices. Any Respondent associated with this practice may be banned from doing business with the City of Flowery Branch for up to three years.**

**V. MODIFICATION OF SOLICITATIONS**

Any clerical mistake that is patently obvious on the face of the solicitation may, subject to the limitations described below, be corrected upon written request and verification submitted by the Respondent. A non-material omission in a solicitation may be corrected if the Finance Department determines that correction to be in the City's best interest. Omissions affecting or relating to any of the following shall be deemed material and shall not be corrected after solicitation opening:

- (1) Price Information; and
- (2) Any Required Insurance

**VI. WITHDRAWAL OF SOLICITATIONS**

Solicitations may be withdrawn at any time prior to the opening. After solicitations have been opened, withdrawal of a solicitation shall be based upon the following:

The Respondent shall give notice in writing of his claim of right to withdraw his solicitation due to an error within two business days after the conclusion of the opening procedure. Solicitations may be withdrawn from consideration if the price is substantially lower than the other solicitations due solely to a mistake therein, provided the solicitation was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgment mistake, and was actually due to an unintentional arithmetic error or an unintentional omission of a quantity of work, labor or material made directly in the compilation of the solicitation, which unintentional arithmetical error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers,

documents and materials used in the preparation of the solicitation sought to be withdrawn. The Respondent's original work papers shall be the sole acceptable evidence of error and mistake if he elects to withdraw his solicitation. If a solicitation is withdrawn under the authority of this provision, the lowest remaining responsive solicitation shall be deemed to be the low solicitation.

**VII. NON-ENDORSEMENT**

As a result of the selection of a Respondent to supply products and/or services to the City of Flowery Branch, the City of Flowery Branch is neither endorsing nor suggesting that the Respondent's product is the best or only solution. The Respondent agrees to make no reference to the City of Flowery Branch in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Flowery Branch.

**VIII. PROPRIETARY MATERIAL**

Any information contained in the solicitation that is proprietary will be neither accepted nor honored. All information contained in this solicitation is subject to public disclosure.

**IX. RESPONSE PROPERTY OF THE CITY OF FLOWERY BRANCH**

All material submitted in response to this request becomes the property of the City of Flowery Branch. Selection or rejection of a response does not affect this right.

**X. NO OBLIGATION TO BUY**

The City of Flowery Branch reserves the right to refrain from contracting with or purchasing from any Respondent. The release of this solicitation does not compel the City of Flowery Branch to purchase.

**XI. COST OF PREPARING SOLICITATION**

The City of Flowery Branch is not liable for any cost incurred by Respondent(s) in the preparation and presentation of solicitations and demonstrations submitted in response to this solicitation.

**XII. NUMBER OF COPIES REQUIRED**

Respondent shall submit one (1) original hard-copy submission and one (1) electronic copy provided on a flash drive.

**XIII. ADDENDA**

Respondent(s) are responsible for checking the City of Flowery Branch's website for the issuance of any addenda prior to submitting a solicitation. The address is

<https://www.flowerybranchga.org/BIDs>

\*\*The City of Flowery Branch is an equal opportunity owner/employer and will not discriminate against any vendor because of race, creed, color, religion, sex, national origin, or ADA disability status.

\*\*\* The City of Flowery Branch will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d—42 USC 2000d—4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement.

**CITY OF FLOWERY BRANCH  
CERTIFICATION**

**RFP No. 26-010 SCADA SYSTEM EQUIPMENT UPGRADE FOR WATER SYSTEM**

This form must be completed and signed for the solicitation to be considered.

With my signature, I certify that I am duly authorized to commit my firm to this solicitation. I further certify that the information contained in this submission is true, accurate, and complete and shall remain valid for a period of ninety (90) days from the date of submission.

Postal Return and/or Courier Delivery Address:

City of Flowery Branch  
Finance Department  
5410 Pine Street Flowery Branch, GA 30542

The undersigned further certifies that:

- This submission is made without any prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same solicitation, and without collusion or fraud.
- The firm has reviewed and understands the Request for Proposal and agrees to comply with all requirements, terms, and conditions stated therein.
- The firm acknowledges receipt of and agrees to comply with all GEFA-related requirements, including the Supplemental General Conditions (Attachment A) and American Iron and Steel (AIS) Requirements (Attachment B).
- The firm is not disqualified from responding to this solicitation under any applicable laws, regulations, or policies.

I acknowledge that my firm has reviewed and understands the scope of work and certifies that it can perform the services as presented in this solicitation upon the City's request.

Signed, sealed, and delivered in the presence of:

\_\_\_\_\_  
Unofficial Witness

By: \_\_\_\_\_  
(Person authorized to sign binding contract)

Title: \_\_\_\_\_

\_\_\_\_\_  
Notary Public  
Commission Expires: \_\_\_\_\_

Attest: \_\_\_\_\_  
(Officer of Company if Corporation)

Title: \_\_\_\_\_

**Company Name:** \_\_\_\_\_

# CITY OF FLOWERY BRANCH

## ADDENDUM ACKNOWLEDGEMENT

RFP 26-010

### SCADA SYSTEM EQUIPMENT UPGRADE FOR WATER SYSTEM

#### PLEASE LIST ISSUED ADDENDUM(S)

Addendum Number(s)

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

NO ADDENDA WERE RECEIVED

EST 1874

COMPANY NAME: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

PHONE: FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

*By signing below, I hereby acknowledge receipt of the supplement pertaining to the above referenced solicitation.*

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

**UPON RECEIPT, PLEASE PRINT AND ADD TO YOUR SOLICITATION.**

**CONTRACTOR AFFIDAVIT UNDER O.C.G.A. §13-10-91**

By executing this affidavit, the undersigned Contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of CITY OF FLOWERY BRANCH has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned Contractor will continue to use the federal work authorization program throughout the Contract Term and the undersigned Contractor will contract for the physical performance of services in satisfaction of such contract only with Subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. §13-10-91. Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
City of Flowery Branch  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 20\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

By: \_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

Subscribed and Sworn before me on this the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_

**NON-COLLUSION AFFIDAVIT**

State of \_\_\_\_\_.

County of \_\_\_\_\_.

\_\_\_\_\_, being first duly sworn deposes and says that:

- (1) He/She is \_\_\_\_\_ of  
(owner, partner, officer, representative, or agent)  
\_\_\_\_\_, the Bidder that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not collusive or sham bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the City of Decatur, Georgia or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed: \_\_\_\_\_

\_\_\_\_\_

(Title)

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

Notary Public

My commission expires \_\_\_\_\_

**AFFIX THIS LABEL IN A VISIBLE LOCATION ON  
SEALED SOLICITATION**

<b>RFP Title:</b>	<b>26-010 SCADA SYSTEM EQUIPMENT UPGRADE FOR WATER SYSTEM</b>
<b>Company:</b>	
<b>Contact Person:</b>	
<b>Contact Phone:</b>	
<b>RFP Due Date:</b>	Tuesday, June 30, 2026, at 2:00 P.M.

**DELIVER ONLY TO:**

**City of Flowery Branch  
Attn: Finance Department  
5410 Pine Street  
Flowery Branch, GA 30542**

***Internal Use Only:***

***Received:***

***THIS SEALED SOLICITATION WILL REMAIN CLOSED UNTIL THE ADVERTISED OPEN  
DATE AND TIME BY THE FINANCE DEPARTMENT.***



## CONTRACT AGREEMENT

### 26-010 SCADA SYSTEM EQUIPMENT UPGRADE FOR WATER SYSTEM

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_\_\_, by and between The City of Flowery Branch, Georgia, having its principal place of business at 5410 Pine St, Flowery Branch, Georgia and \_\_\_\_\_ (“Contractor”) located at \_\_\_\_\_.

WHEREAS, the City of Flowery Branch is charged with the responsibility for the establishment of contracts for the acquisition of goods, materials, supplies and equipment, and services by the various departments of the City of Flowery Branch; and

WHEREAS, the City of Flowery Branch has caused **SOLICITATION 26-010** to be issued soliciting proposals from qualified Contractors to furnish all items, labor services, materials and appurtenances called for by them in accordance with this proposal. Selected ("Contractor") is required to provide the services as called for in the specifications; and

WHEREAS, the Contractor submitted a response to the **SOLICITATION 26-010**; and

WHEREAS, the Contractor’s submittal was deemed by the City of Flowery Branch to be the most responsible and responsive per the scope of work; and

NOW THEREFORE, in consideration of the mutual covenant and promises contained herein, the parties agree as follows:

#### 1.0 Scope of Work

That the Contractor has agreed and by these present does agree with the City to furnish all equipment, tools, materials, skill, labor of every description, and all things necessary to carry out as delineated in "**Exhibit A**" (**Scope of Work**) and complete in a good, firm, substantial and workmanlike manner, the Work in strict conformity with the specifications which shall form an essential part of this agreement. In addition to the foregoing, and notwithstanding anything to the contrary stated herein, the following terms and conditions, amendments, and other documents are incorporated by reference and made a part of the terms and conditions of this Agreement as is fully set out herein:

**EXHIBIT A - SCOPE OF SERVICE**

**EXHIBIT B - COST PROPOSAL**

**EXHIBIT C - W-9**

**EXHIBIT D - CERTIFICATE OF INSURANCE**

**EXHIBIT E - E-VERIFY AFFIDAVIT**

**EXHIBIT F - CONTACT INFORMATION**

**EXHIBIT G - ADDENDUMS**

**EXHIBIT H - CONTRACTOR’S OATH**

**EXHIBIT I - GEFA SUPPLEMENTAL CONDITIONS**  
**EXHIBIT J - AMERICAN IRON AND STEEL (AIS) REQUIREMENTS**

**2.0 Compensation**

- 2.1 Pricing.** The Contractor will be paid for the services sold pursuant to the Contract in accordance with the Solicitation and final pricing documents as incorporated into the terms of the Contract. All prices are firm and fixed and are not subject to variation. The prices quoted and listed on the attached Cost Proposal, a copy of which is attached hereto as **"Exhibit B" (Cost Proposal)** and incorporated herein, shall be firm throughout the term of this Contract. The maximum costs owed by the City, unless otherwise agreed to in writing, shall not exceed \$\_\_.
- 2.2 Billings.** If applicable, the Contractor shall submit, on a regular basis, an invoice for services supplied to the City under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims. The City shall pay all approved invoices in arrears and in accordance with applicable provisions of City law. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the City for any services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract.

Invoices are to be emailed to [APInvoices@flowerybranchga.org](mailto:APInvoices@flowerybranchga.org) and must reference the PO# (see top of contract). A W-9 Request for Taxpayer Identification Number and Certification Form must be submitted **"Exhibit C" (W-9)**.

- 2.3 Delay of Payment Due to Contractor's Failure.** If the City in good faith determines that the Contractor has failed to perform or deliver any service or product as required by the Contract, the Contractor shall not be entitled to any compensation under the Contract until such service or product is performed or delivered. In this event, the City may withhold that portion of the Contractor's compensation which represents payment for services or products that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the City to incur costs, the City may deduct the amount of such incurred costs from any amounts payable to Contractor. The City's authority to deduct such incurred costs shall not in any way affect the City's authority to terminate the Contract.
- 2.4 Set-Off Against Sums Owed by the Contractor.** In the event that the Contractor owes the City any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the City may set off the sum owed to the City against any sum owed by the City to the Contractor in the City's sole discretion.
- 2.5 Retainage.** The City shall withhold five percent (5%) retainage from each progress payment made under this Contract. Retainage shall be released only upon final completion of all Work, submission of all required closeout documentation (including warranties, manuals, and as-built drawings), written acceptance of the Work by the City, and verification that all GEFA-related requirements applicable to project closeout have been satisfied. No retainage shall be released prior to final completion unless otherwise approved in writing by the City.

### **3.0 Duration of Contract**

Contract Term. Pursuant to O.C.G.A. Section 36-60-13, this Contract shall not be deemed to create a debt of the City for the payment of any sum beyond the fiscal year of execution. The terms of this contract shall be from commencement of services until all services are rendered. All invoices sent to the City during said term shall be filed at the contract price, less retainage by the City. This Contract may be extended by mutual consent of both the City and the Contractor for reasons of additional time, additional services and/or additional areas of work.

### **4.0 Independent Contractor**

**4.1** The Contractor shall be an independent Contractor. The Contractor is not an employee, agent or representative of the City of Flowery Branch. The successful Contractor shall obtain and maintain, at the Contractor's expense, all permits, license or approvals that may be necessary for the performance of the services. The Contractor shall furnish copies of all such permits, licenses or approvals to the City of Flowery Branch Representative within ten (10) day after issuance.

**4.2** Inasmuch as the City of Flowery Branch and the Contractor are independent of one another neither has the authority to bind the other to any third person or otherwise to act in any way as the representative of the other, unless otherwise expressly agreed to in writing signed by both parties hereto. The Contractor agrees not to represent itself as the City's agent for any purpose to any party or to allow any employee of the Contractor to do so, unless specifically authorized, in advance and in writing, to do so, and then only for the limited purpose stated in such authorization. The Contractor shall assume full liability for any contracts or agreements the Contractor enters into on behalf of the City of Flowery Branch without the express knowledge and prior written consent of the City.

### **5.0 Indemnification**

**5.1** The Contractor agrees to indemnify, hold harmless and defend the City, its public officials, officers, employees, and agents from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) to the extent rising out of any act or omission of the Contractor, its agents, Subcontractors, Contractors or employees in the performance of this Contract except for such claims that arise from the City's sole negligence or willful misconduct.

**5.2** Notwithstanding the foregoing indemnification clause, the City may join in the defense of any claims raised against it in the sole discretion of the City. Additionally, if any claim is raised against the City, said claim(s) cannot be settled or compromised without the City's written consent, which shall not be unreasonably withheld.

### **6.0 Performance**

Performance will be evaluated on a monthly basis. If requirements are not met, City of Flowery Branch Procurement will notify the Contractor in writing stating deficiencies, substitutions, delivery schedule, and/or poor workmanship.

A written response from the Contractor detailing how correction(s) will be made is required to be delivered to the City. Contractor will have thirty (30) days to remedy the situation. If requirements are not remedied City of Flowery Branch has the right to cancel this Agreement with no additional obligation to Contractor. The deadline for project completion shall be \_\_\_\_\_ days after receipt of a Notice to Proceed from the City. For every day after that the project remains incomplete, the City shall assess liquidated damages of \$ \_\_\_\_\_ per day. Contractor shall not be liable, and liquidated damages shall not apply, to any delay caused by the Contractor's inability to secure supplies due to supply chain issues outside of his control, weather conditions, and/or Acts of God.

## **6.1 Final Completion, Acceptance, and Payment**

- (a) Final Completion shall be achieved when the work is fully and finally complete in accordance with the Contract Documents. The City shall notify Contractor once the date of final completion has been achieved in writing.
- (b) Final Acceptance is the formal action of City acknowledging Final Completion. Acceptance shall be final and conclusive except for latent defects, fraud, gross mistakes amounting to fraud, or the City's right under any warranty or guarantee. Prior to Final Acceptance, Contractor shall, in addition to all other requirements in the Contract Documents submit to City a Notice of any outstanding disputes or claims between Contractor and any of its Subcontractors, including the amounts and other details thereof. Neither Final Acceptance, nor final payment shall release Contractor or its sureties from any obligations of these Contract Documents or the bond, or constitute a waiver of any claims by City arising Contractor's failure to perform the work in accordance with the Contract Documents.
- (c) Acceptance of final payment by Contractor, or any Subcontractor, shall constitute a waiver and release to City of all claims by Contractor, or any such Subcontractor for an increase in the Contract Sum or the Contract Time, and for every act or omission of City relating to or arising out of the work, except for those Claims made in accordance with the procedures, including the time limits, set forth in section 8.

## **7.0 Changes**

The City, within the general scope of the Agreement, may, by written notice to Contractor, issue additional instructions, require additional services or direct the omission of services covered by this Agreement. In such event, there will be made an equitable adjustment in price, but any claim for such an adjustment must be made within thirty (30) days of the receipt of said written notice.

## **8.0 Change Order Defined**

Change order shall mean a written order to the Contractor executed by the City issued after the execution of this Agreement, authorizing and directing a change in services. The Price and Time may be changed only by a Change Order.

## **9.0 Insurance**

**9.1** The Contractor shall, at its own cost and expense, obtain and maintain the following

minimum insurance coverage covering the period of this Agreement, such insurance to be obtained from a responsible insurance company legally licensed and authorized to transact business in the State of Georgia.

- |   |   |
|---|---|
| ▪ Workers' Compensation                           | Statutory Minimum                             |
| ▪ General Liability                               | \$1,000,000/incident<br>\$3,000,000 aggregate |
| ▪ Architects and Engineers Professional Liability | \$2,000,000/incident<br>\$2,000,000 aggregate |

9.2 Contractor shall provide certificates of insurance evidencing the coverage requested herein and naming the City as an additional insured before the execution of this agreement, and at any time during the term of this Agreement, upon the request of the City, Contractor shall provide proof sufficient to the satisfaction of the City that such insurance continues in force and effect. Contractor shall immediately notify the City, in writing, of any changes in insurance required under this Agreement, including but not limited to change in carrier, amounts of coverage, changes to additional insureds. **"Exhibit D" (Certificate of Insurance)**.

## 10.0 Termination

10.1 Immediate Termination. Pursuant to O.C.G.A. Section 36-60-13, this Contract will terminate immediately and absolutely if the City determines that adequate funds are not appropriated or granted or funds are de-appropriated such that the City cannot fulfill its obligations under the Contract, which determination is at the City's sole discretion and shall be conclusive. Further, the City may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:

- (a) In the event the Contractor is required to be certified or licensed as a condition precedent to providing goods and services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
- (b) The City determines that the actions, or failure to act, of the Contractor, its agents, employees or Subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;
- (c) The Contractor fails to comply with confidentiality laws or provisions; and/or
- (d) The Contractor furnished any statement, representation or certification which is materially false, deceptive, incorrect or incomplete.

10.2 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause or the City to declare the Contractor in default of its obligations under the Contract:

- (a) The Contractor fails to deliver or has delivered nonconforming goods or services or fails to perform to the City's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the

express warranties made by the Contractor;

- (b) The City determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
- (c) The Contractor fails to make substantial and timely progress toward performance of the contract;
- (d) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the City reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- (e) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
- (f) The Contractor has engaged in conduct that has or may expose the City to liability, as determined in the City's sole discretion; or
- (g) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the State, the City, or a third party.

**10.3** Notice of Default. If there is a default event caused by the Contractor, the City shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the City's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the City may:

- (a) Immediately terminate the Contract without additional written notice; and/or
- (b) Procure substitute goods or services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
- (c) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

**10.4** Termination for Convenience. The City may terminate this Agreement for convenience at any time upon thirty (30) day written notice to the Contractor. In the event of a termination for convenience, Contractor shall take immediate steps to terminate work as quickly and effectively as possible and shall terminate all commitments to third-parties unless otherwise instructed by the City. Provided that no damages are due to the City for Contractor's failure to perform in accordance with this Agreement, the City shall pay Contractor for work performed to date in accordance with Section herein. The City shall have no further liability to Contractor for such termination.

**10.5** Payment Limitation in the event of Termination. In the event termination of the Contract for any reason by the City, the City shall pay only those amounts, if any, due and owing to the Contractor goods and services actually rendered up to and including the date of termination of the Contract and for which the City is obligated to pay pursuant to the Contract or Purchase

Instrument. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the City under the Contract in the event of termination. The City shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

**10.6** The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the City, the Contractor shall:

- (a) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the City may require;
- (b) Immediately cease using and return to the City, any personal property or materials, whether tangible or intangible, provided by the City to the Contractor;
- (c) Comply with the City's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
- (d) Cooperate in good faith with the City, its employees, agents and Contractors during the transition period between the notification of termination and the substitution of any replacement Contractor; and
- (e) Immediately return to the City any payments made by the City for goods and services that were not delivered or rendered by the Contractor.

## **11.0 Claims and Dispute Resolution**

### **11.1 Claims Procedure.**

- (a) If the parties fail to reach agreement regarding any dispute arising from the Contract Documents, including a failure to reach agreement on the terms of any Change Order for City- directed work as provided in section 8, or on the resolution of any request for an equitable adjustment in the Contract Sum or the Contract Time, Contractor's only remedy shall be to file a Claim with City as provided in this section.
- (b) Contractor shall file its Claim within the earlier of: 120 Days from City's final instructions in accordance with section 8; or the date of Final Acceptance,
- (c) The Claim shall be deemed to cover all changes in cost and time (including direct, indirect impact, and consequential) to which Contractor may be entitled. It shall be fully substantiated and documented. The Claim shall contain a detailed factual statement of the Claim for additional compensation and time, if any, providing all necessary dates, locations, and items of work affected by the Claim.
- (d) If an adjustment in the Contract Time is sought: the specific Days and dates for which it is

sought; the specific reasons Contractor believes an extension in the Contract Time should be granted; and Contractor's analysis of its Progress Schedule to demonstrate the reason for the extension in Contract Time.

- (e) If any adjustment in the Contract Sum is sought: the exact amount sought and a breakdown of that amount into the categories; and a statement certifying, under penalty of perjury, that the Claim is made in good faith, that the supporting cost and pricing data are true and accurate to the best of Contractor's knowledge and belief, that the Claim is fully supported by the accompanying data, and that the amount requested accurately reflects the adjustment in the Contract Sum or Contract Time for which Contractor believes City is liable.
- (f) After Contractor has submitted a fully-documented Claim, the City shall respond, in writing, to Contractor with a decision within sixty (60) days of the date the Claim is received, or with notice to Contractor of the date by which it will render its decision.

## 11.2 Arbitration.

- (a) If Contractor disagrees with City's decision rendered in accordance with section 12. If, Contractor shall provide City with a written demand for arbitration. No demand for arbitration of any such Claim shall be made later than thirty (30) Days after the date of City's decision on such Claim, failure to demand arbitration with said thirty (30) Day period shall result in City's decision being final and binding upon Contractor and its Subcontractors.
- (b) Notice of the demand for arbitration shall be filed with the American Arbitration Association (AAA), with a copy provide to City. The parties shall negotiate or mediate under the Voluntary Construction Mediation Rules of the AAA, or mutually acceptable service, before seeking arbitration in accordance with the Construction Industry Arbitration Rules of AAA as follows:
  - (1) Disputes involving \$30,000 or less shall be conducted in accordance with the Southeast Region Expedited Commercial Arbitration Rules; or
  - (2) Disputes over \$30,000 shall be conducted in accordance with the Construction Industry Arbitration Rules of the AAA, unless the parties agree to use the expedited rules.
    - a. All Claims arising out of the work shall be resolved by arbitration. The judgment upon the arbitration award may be entered, or review of the award may occur, in the Superior Court of Hall County.
    - b. If the parties resolve the Claim prior to arbitration judgment, the terms of the resolution shall be incorporated in a Change Order. The Change Order shall constitute full payment and final settlement of the Claim, including all claims for time and for direct, indirect, or consequential costs, including costs of delays, inconvenience, disruption of schedule, or loss of efficiency or productivity.
    - c. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without

regard to the choice of law provisions of State law. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Hall County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the City.

- d. All Claims filed against City shall be subject to audit at any time following the filing of the Claim. Failure of Contractor, or Subcontractor of any tier, to maintain and retain sufficient records to allow City to verify all or a portion of the Claim or to permit City access to the books and records of Contractor, or Subcontractors of any tier, shall constitute a waiver of the Claim and shall bar any recovery.

## **12.0 Confidential Information**

**12.1** Access to Confidential Data. The Contractor's employees, agents and Subcontractors may have access to confidential data maintained by the City to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the City. If it is reasonably likely the Contractor will have access to the City's confidential information, then:

- (a) The Contractor shall provide to the City a written description of the Contractor's policies and procedures to safeguard confidential information;
- (b) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
- (c) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
- (d) The Contractor shall provide adequate supervision and training to its agents, employees and Subcontractors to ensure compliance with the terms of the Contract. The private or confidential data shall remain the property of the City at all times. Some services performed for the City may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.

**12.2** No Dissemination of Confidential Data. No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the City, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the City. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the City.

- 12.3** Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the City and cooperate with the City in any lawful effort to protect the confidential information.
- 12.4** Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the City any unauthorized disclosure of confidential information.
- 12.5** Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

### **13.0 Inclusion of Documents**

Contractor's response submitted in response thereto, including any best and final offer, are incorporated in this Agreement by reference and form an integral part of this agreement. In the event of a conflict in language between this Agreement and the foregoing documents incorporated herein, the provisions and requirements set forth in this Agreement shall govern. In the event of a conflict between the language of the Solicitation, as amended, and the Contractor's submittal, the language in the former shall govern.

- 13.1** Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

### **14.0 Compliance with All Laws and Licenses**

The Contractor must obtain all necessary licenses and comply with local, state and federal requirements. The Contractor shall comply with all laws, rules and regulations of any governmental entity pertaining to its performance under this Agreement.

#### **14.1 Federal Requirements.**

**(a) Federal Compliance Regulations.**

Federal regulations apply to all City of Flowery Branch contracts using Federal funds as a source for the solicitation of goods and services. Successful bidders must comply with the following Federal requirement as they apply to:

- (1) Equal Employment Opportunity -** The Contractor shall not discriminate against any employee or applicant or employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall comply with Executive Order 1 1246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

- (2) Reports - The submission of reports to the City on behalf of the U.S. Department of Housing and Urban Development as may be determined necessary for the activities covered by this contract, which is federally funded.
- (3) Patents - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive, and irrevocable right to use, and to authorize others to use, for Federal Government purposes:
  - a. Any patent that shall result under this contract; and
  - b. Any patent rights to which the Contractor purchases ownership with grant support
- (4) Copyrights - The U.S. Department of Housing and Urban Development reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - a. The copyright in any work developed under this contract; and
  - b. Any rights of copyright to which the Contractor purchases ownership with grant support.
- (5) Access to books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purposes of making audit, examination, excerpts and transcriptions by Federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives; and
- (6) Retention of all required records for three years after the City makes final payment and all other pending matters are closed.

#### 14.2 Georgia Security and Immigration Compliance Act

- (a) The parties certify that Contractor has executed an affidavit verifying that Contractor has registered and participates in the federal work authorization program to verify information of all new employees, per O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02. The appropriate affidavit is attached hereto as "**Exhibit E**" (**E-Verify Form**) and incorporated herein by reference and made a part of this contract.
- (b) The Contractor further certifies that any Subcontractors employed by Contractor for the performance of this agreement has executed an appropriate Subcontractor affidavit verifying its registration and participation in the federal work authorization program and compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02, and that all such affidavits are incorporated into and made a part of every contract between the Contractor and each Subcontractor.
- (c) Contractor's compliance with O.C.G.A. 13-10-90, et. seq., and Georgia Department of Labor Regulations Rule 300-10-1-02 is a material condition of this agreement and

Contractor's failure to comply with said provisions shall constitute a material breach of this agreement.

### 14.3 GEFA Supplemental Conditions

- (a) **Incorporation of GEFA Requirements**

This Project is funded in whole or in part through the Georgia Environmental Finance Authority (“GEFA”). The GEFA Supplemental Conditions applicable to this Project, including all American Iron and Steel (AIS) requirements for Drinking Water State Revolving Fund projects, are hereby incorporated into this Agreement by reference and made mandatory and material terms of the Contract. The Contractor shall comply with all GEFA and AIS requirements, including all federal and state provisions referenced therein.
- (b) **Attachment**

The GEFA Supplemental Conditions, including AIS requirements, are attached hereto as Exhibit I and are incorporated herein as if fully set forth.
- (c) **Conflicts**

In the event of a conflict between the GEFA Supplemental Conditions (including AIS requirements) and any other provision of the Contract Documents, the GEFA Supplemental Conditions shall control.
- (d) **Flow-Down Requirement**

The Contractor shall include the GEFA Supplemental Conditions and AIS requirements in all subcontracts and shall ensure that all Subcontractors comply with the same. Failure of any Subcontractor to comply shall be deemed a failure of the Contractor.
- (e) **Material Condition**

Compliance with the GEFA Supplemental Conditions and AIS requirements is a material condition of this Agreement. Failure to comply constitutes a material breach and may result in termination for cause and any other remedies available to the City.

### 15.0 Bonding Requirements

Bid, performance and payment bonds shall be required for all contracts where the cost is fifty thousand dollars (\$50,000.00) or greater.

#### (a) Performance Bonds

- (1) The performance bond shall be in the amount of at least the total amount payable by the terms of the contract and shall be increased as the contract amount is increased. O.C.G.A. § 36-91-70. If the public works construction contract is less than \$750,000.00, the local government may accept an irrevocable letter of credit instead of a performance bond. O.C.G.A. § 36-91-71. No public works construction contract requiring a performance bond shall be valid for any purpose unless the contractor shall give such performance bond. O.C.G.A. § 36-91-70. The affected city may recover any damages resulting from the contractor’s breach by filing an action within one year of the completion of the project and acceptance of the work. O.C.G.A. § 36-91-72. The

city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

(b) Payment Bonds

- (1) The payment bond shall be in the amount of at least the total amount payable by the terms of the initial contract for the use and protection of all subcontractors, and all persons supplying labor, materials, machinery, and equipment in the conduct of work provided in the contract. O.C.G.A. § 36-91-90. In lieu of a payment bond, the city may accept, in its discretion, a cashier's check, certified check, or cash in the amount of at least the total amount payable by the terms of the contract. O.C.G.A. § 36-91-90. No public works construction contract requiring a payment bond shall be valid for any purpose. O.C.G.A. § 36-91-91. The city must approve the form and solvency of the surety prior to the execution of the contract. O.C.G.A. § 36-91-40(a)(2).

**16.0 Assignment**

The Contractor shall not assign or subcontract the whole or any part of this Agreement without the City of Flowery Branch's prior written consent.

**17.0 Amendments in Writing**

No amendments to this Agreement shall be effective unless it is in writing and signed by duly authorized representatives of the parties.

**18.0 Drug-Free and Smoke-Free Workplace**

**18.1** A drug-free and smoke-free workplace will be provided for the Contractor's employees during the performance of this Agreement; and

**18.2** The Contractor will secure from any sub-Contractor hired to work in a drug-free and smoke-free work place a written certification so stating and in accordance with Paragraph 7, subsection B of the Official Code of Georgia Annotated Section 50-24-3.

**18.3** The Contractor may be suspended, terminated, or debarred if it is determined that:

- (a) The Contractor has made false certification herein; or
- (b) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Annotated Section 50-24-3.

**19.0 Additional Terms**

Neither the City nor any Department shall be bound by any terms and conditions included in any Contractor packaging, Invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

## **20.0 Antitrust Actions**

For good cause and as consideration for executing this Contract or placing this order, Contractor acting herein by and through its duly authorized agent hereby conveys, sells, assigns, and transfers

to the City of Flowery Branch all rights, title, and interest to and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of Georgia relating to the particular goods or services purchased or acquired by the City of Flowery Branch pursuant hereto.

## **21.0 Governing Law**

This Agreement shall be governed in all respects by the laws of the State of Georgia. The Superior Court of Hall County, Georgia shall have exclusive jurisdiction to try disputes arising under or by virtue of this contract.

## **22.0 Entire Agreement**

This Agreement constitutes the entire Agreement between the parties with respect to the subject matter contained herein; all prior agreements, representations, statement, negotiations, and undertakings are suspended hereby. Neither party has relied on any representation, promise, or inducement not contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers as of the day and year set forth next to each signature.

CITY OF FLOWERY BRANCH:

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Shelia Cooper, City Clerk

(Seal)

Approved as to form:

\_\_\_\_\_  
Ted Baggett, City Attorney

**EXHIBIT A – SCOPE OF WORK**

**TO CONTRACT  
BETWEEN CITY OF FLOWERY BRANCH AND**

**FOR \_\_\_\_\_**

REFERENCE: RFP # \_\_\_\_\_

**[PAGE FOR DOCUMENT]**

SAMPLE

**EXHIBIT B – COST PROPOSAL**

**TO CONTRACT  
BETWEEN CITY OF FLOWERY BRANCH AND  
FOR \_\_\_\_\_**

REFERENCE: RFP # \_\_\_\_\_

**[PAGE FOR DOCUMENT]**

SAMPLE

**EXHIBIT C - W-9**

**[PAGE FOR DOCUMENT]**

SAMPLE

**EXHIBIT D - CERTIFICATE OF INSURANCE**

**[PAGE FOR DOCUMENT]**

SAMPLE

**Contractor Affidavit under O.C.G.A. § 13-10-91(b)(l)**

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

\_\_\_\_\_  
Name of Public Employer

**I hereby declare under penalty of perjury that the foregoing is true and correct.**

Executed on \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT F - CONTACT INFORMATION**

**Company / Individual Name:** \_\_\_\_\_

**Doing Business As (if sole proprietor):** \_\_\_\_\_

**Email Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

**Service Provided:** \_\_\_\_\_  **Products Only**  **Service Only**  **Product & Service**

**Type of Business (check one):**

Individual/Sole Proprietor  C - Corporation  S - Corporation  Partnership  Other: \_\_\_\_\_

Limited Liability Company (LLC) – (C = C Corporation, S = S Corporation, P = Partnership):

**Date Registered:** \_\_\_\_\_ **State of Registration:** \_\_\_\_\_ **Federal Tax ID / SSN:** \_\_\_\_\_

**# of Employees:** \_\_\_\_\_ **E-Verify #:** \_\_\_\_\_ *(If no E-Verify number please see vendor letter.)*

**Physical Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Mailing Address (if different):** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Authorized Vendor Contacts:**

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

**Email:** \_\_\_\_\_ **Business Phone:** \_\_\_\_\_

**Authorized Signers**

*Persons authorized to sign bids, contracts, wires, and vendor file changes.*

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Internal Use Only:**

**Application Type:**  **New Vendor**  **Update / Revision** **Vendor Number:** \_\_\_\_\_

**Processed By:** \_\_\_\_\_ **Date:** \_\_\_\_\_



**EXHIBIT G - ADDENDUMS**

**[PAGE FOR DOCUMENT]**

SAMPLE

**EXHIBIT H - CONTRACTOR’S OATH**

COMES NOW, \_\_\_\_\_ (“Contractor”),  
[name of Contractor]

appearing by and through \_\_\_\_\_,  
[name of individual with authority to bind Contractor]

its \_\_\_\_\_ (“Individual And Representative Affiant”), and  
[title]

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

[insert the names of all those required to give the oath]

(collectively, “Individual Affiants”), and each of the Individual And Representative Affiant and Individual Affiants, after first being duly sworn, deposes and says that:

1. Contractor has not directly or indirectly violated subsection (d) of the Official Code of Georgia Annotated Section 36-91-21, which provides as follows:

Whenever a public works construction contract for any governmental entity subject to the requirements of this chapter is to be let out by competitive sealed bid or proposal, no person, by himself or herself or otherwise, shall prevent or attempt to prevent competition in such bidding or proposals by any means whatever. No person who desires to procure such work for himself or herself or for another shall prevent or endeavor to prevent anyone from making a bid or proposal therefor by any means whatever, nor shall such person so desiring the work cause or induce another to withdraw a bid or proposal for the work.

Code Section 36-91-21(d) also applies to municipal street system contracts pursuant to Official Code of Georgia Annotated Section 32-4-122.

2. Individual And Representative Affiant is the officer of Contractor whose duty it is to make the payment.
3. If Contractor is a partnership, then Individual and Representative Affiant and Individual Affiants together constitute all of the partners and any officer, agent or other person who may have represented or acted for Contractor in bidding for or procuring the contract.
4. If Contractor is a corporation, then Individual and Representative Affiant and Individual Affiants together constitute all officers, agents, or other persons who may have acted for or represented Contractor in bidding for or procuring the contract.

Further affiants sayeth not.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

By: \_\_\_\_\_, individually and on behalf of Contractor  
[signature of Individual And Representative Affiant]

Name: \_\_\_\_\_ Title: \_\_\_\_\_

*Individual Affiants' signatures and names:*

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

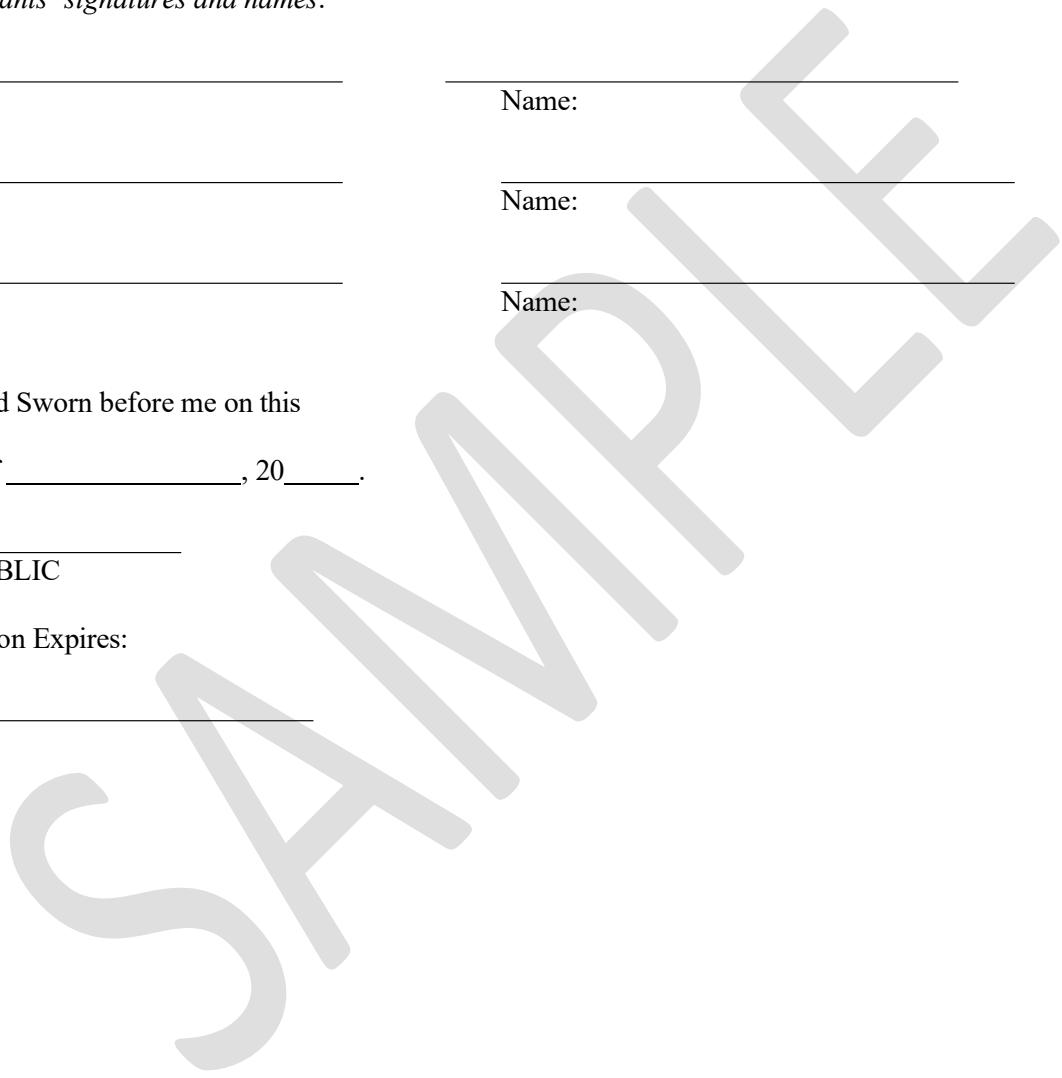
\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

Subscribed and Sworn before me on this  
\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires:  
\_\_\_\_\_



**EXHIBIT I - GEFA SUPPLEMENTAL CONDITIONS**

**[SEE RFP ATTACHMENT A]**

SAMPLE

**EXHIBIT J – AMERICAN IRON AND STEEL (AIS) REQUIREMENTS**

**[SEE RFP ATTACHMENT B]**

SAMPLE

# GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

## SUPPLEMENTAL GENERAL CONDITIONS

for

### FEDERALLY ASSISTED STATE REVOLVING FUND CONSTRUCTION CONTRACTS

December 7, 2022

The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts in excess of \$10,000 to be funded in whole or in part by the federally-assisted State Revolving Fund in the state of Georgia.

These Supplemental General Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Supplemental General Conditions must be satisfied for work to be funded with the State Revolving Fund.

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## INSTRUCTIONS AND GENERAL REQUIREMENTS

It is the policy of the State Revolving Loan Fund (SRF) to promote a fair share of subcontract, materials, equipment, and service awards to small, minority, and women-owned businesses for equipment, supplies, construction, and services. Compliance with these contract provisions is required for project costs to be eligible for SRF funding. The fair share objective is a goal, not a quota. Failure on the part of the apparent successful bidder to submit required information to the loan recipient (Owner) may be considered by the Owner in evaluating whether the bidder is responsive to bid requirements.

### THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER:

#### A. Before beginning the work of any contract:

- 1) **DBE Compliance Form and related documentation.** The Owner must submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with Disadvantaged Business Enterprise (DBE) requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4 and 5)
- 2) **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form, and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-9)
- 3) **Certification Regarding Debarment, Suspension, and Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor form should be submitted with the DBE Compliance Form and the subcontractor forms should be submitted as the subcontracts are executed. (Page GEFA-10)

#### B. During the performance of the contract:

- 4) **Changes to Subcontractors Form.** If any changes, substitutions, or additions are proposed to the subcontractors included in previous GEFA concurrences, the Owner must submit this information to GEFA for prior concurrence for the affected subcontract work to be eligible for SRF funding. (Page GEFA-11)
- 5) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20 of any year that the construction contract is active. (Page GEFA-12)
- 6) **Certified Payrolls.** These should be submitted to the Owner weekly for the Prime Contractor and all subcontractors. The Owner must maintain payroll records and make these available for inspection. Use U.S. Department of Labor form WH-347 or a similar form that contains all the information on the U.S. Department of Labor.

### THE OWNER MUST SUBMIT INFORMATION FOR GEFA REVIEW AND CONCURRENCE TO:

Georgia Environmental Finance Authority  
47 Trinity Ave SW  
Fifth Floor  
Atlanta, Georgia 30334  
404-584-1000 (phone)  
404-584-1069 (fax)  
[waterresources@gefa.ga.gov](mailto:waterresources@gefa.ga.gov)

ALL INFORMATION OUTLINED ON THIS FORM IS REQUIRED FOR DBE COMPLIANCE REVIEW. THE PROPOSED PRIME CONTRACTOR AND OWNER SHOULD ENSURE THAT THIS INFORMATION IS COMPLETE PRIOR TO SUBMITTAL.

Loan Recipient \_\_\_\_\_

SRF Loan Number \_\_\_\_\_

**PRIME CONTRACTOR'S AND OWNER'S CERTIFICATIONS:**

*I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants and that EPA Forms 6100-2 and 6100-3 were distributed to all DBE subcontractors.*

\_\_\_\_\_  
(Prime Contractor signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.*

\_\_\_\_\_  
(Signature of Owner or Owner's representative)

Date \_\_\_\_\_

\_\_\_\_\_  
(Printed name and title)

**CONTACT INFORMATION**

Owner contact \_\_\_\_\_

Owner phone number and email \_\_\_\_\_

Consulting Engineer contact \_\_\_\_\_

Consulting Engineer phone number and email \_\_\_\_\_

Proposed Prime Contractor \_\_\_\_\_

Prime Contractor contact \_\_\_\_\_

Prime Contractor phone number and email \_\_\_\_\_

Proposed total contract amount \$ \_\_\_\_\_

Proposed total MBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

Proposed total WBE participation \$ \_\_\_\_\_ Percentage \_\_\_\_\_ Goal: 4.0 percent

CONTINUED ON NEXT PAGE

- a. List of all committed and uncommitted subcontractors by trade, including company name, address, telephone number, contact person, dollar amount of subcontract, and DBE/MBE/WBE status.
- b. Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.
- c. Proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA criteria) for each subcontractor listed as a DBE, MBE, or WBE.
- d. Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and emails, printout of online solicitations, printouts of online search results, and copies and affidavits of publication in newspapers or other publications. (see also, "Six Good Faith Efforts", page GEFA-7).
  - i. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three certified WBE firms to bid in each expected subcontract trade or area. If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource.
  - ii. The Prime Contractor is encouraged to follow-up each written, fax, or email solicitation with at least one logged phone call.
  - iii. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- e. Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.
- f. Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)
- g. Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)

**END OF DBE COMPLIANCE FORM**



## DBE COMPLIANCE CHECKLIST

THE PRIME CONTRACTOR MUST SUBMIT THE FOLLOWING ITEMS TO THE OWNER BEFORE THE WORK BEGINS:

Loan Recipient \_\_\_\_\_

SRF Loan Number \_\_\_\_\_

### Include in Package Submittal

PRIME CONTRACTOR ONLY	TOTAL CONTRACT AMOUNT	
ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT
ALL SUBCONTRACTORS, INCLUDING DBE FIRMS	TRADE	AMOUNT
DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT
DBE SUBCONTRACTORS ONLY	TRADE	AMOUNT
PRIME CONTRACTOR ONLY <small>(Not applicable if self-performing all work, with no subcontracting)</small>		

1. **DBE Compliance Form.** The Owner must sign and submit this information to the Georgia Environmental Finance Authority (GEFA) to demonstrate compliance with DBE requirements. GEFA concurrence is recommended prior to award of the construction contract and is required prior to commencement of any SRF-funded construction. (Pages GEFA-4 and 5)

2. **Certification Regarding Equal Employment Opportunity.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page GEFA-9)

3. **Certification Regarding Debarment, Suspension, and Other Responsible Matters.** This form is required for the Prime Contractor and for all subcontractors. The Prime Contractor's form should be submitted with the DBE Compliance Form and the subcontractors' forms should be submitted as the subcontracts are executed. (Page GEFA-10)

### Uncommitted Trades

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### Documentation of Good Faith Efforts

Newspaper ads	Internet Websites	Fax Confirmation	Copies of Solicitation Emails/letters	Copies of phone logs
PROOF OF CERTIFICATION FOR EACH SUBCONTRACTOR LISTED AS A DBE, MBE, OR WBE				

## SIX GOOD FAITH EFFORTS

These good faith efforts are required methods to ensure that DBEs have the opportunity to compete for procurements funded by EPA financial assistance dollars. Such good faith efforts are described as follows:

1. Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. This will include placing DBEs on solicitation lists and soliciting them whenever there are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. This will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the resources, services, and assistance of the U.S. Department of Transportation (DOT), U.S. Small Business Administration (SBA), and the Minority Business Development Agency of the U.S. Department of Commerce (MBDA).
6. If the Prime Contractor awards subcontracts, it must take the steps described in items (1) through (5) listed above.

Please note that DBEs, MBEs, and WBEs must be certified by EPA, SBA, or DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's). DBEs must be certified to be counted toward the Prime Contractor's MBE/WBE goals. "Self-certified" DBE subcontractors will not be counted toward the Prime Contractor's MBE/WBE goals. Depending upon the certifying agency, a DBE may be classified as a DBE, a Minority Business Enterprise (MBE), or a Women's Business Enterprise (WBE).

The Prime Contractor must employ and document the **Six Good Faith Efforts** for all subcontracts, even if the Prime Contractor has achieved the fair share objectives.

The documentation of solicitations for the **Six Good Faith Efforts** must be detailed to allow for satisfactory review. Such documentation might include fax confirmation sheets, copies of solicitation letters/emails, printouts of the online solicitations, printouts of online search results, and affidavits of publication in newspapers or other publications. The Prime Contractor is encouraged to follow up each written, fax, or email solicitation with at least one logged phone call.

The Prime Contractor should attempt to identify and solicit DBEs in the geographic proximity of the project before soliciting those located farther away.

If a DBE subcontractor fails to complete work under the subcontract for any reason, the Prime Contractor must notify the Owner in writing prior to any termination and must employ the Six Good Faith Efforts described above if using a replacement subcontractor. Any proposed changes from the approved DBE subcontractor list must be reported to the Owner and to GEFA on the *Changes to Approved Subcontractors Form* (GEFA-14) prior to initiation of the action. EPA Forms Nos. 6100-3 and 6100-4 must also be submitted to GEFA for new DBE subcontracts.

**RESOURCES FOR IDENTIFYING DBE SUBCONTRACTORS****RESOURCES FOR IDENTIFYING DBE SUBCONTRACTOR'S FOR DIRECT SOLICITATION:**

Georgia Department of Transportation (GDOT)  
Disadvantaged Business Enterprise Program  
404-631-1972  
<https://www.dot.ga.gov/GDOT/Pages/DBE.aspx>

City of Atlanta, Georgia Office of Contract Compliance  
404-330-6010  
<https://www.atlantaga.gov/government/mayor-s-office/executive-offices/office-of-contract-compliance>

DeKalb County, Georgia  
Office of Purchasing and Contracting  
404-371-4730  
<http://dekalbsbe.info/wordpress1/wp-content/uploads/2016/05/DeKalbCountyCertifiedVendorsListMay10-2016-Final2.pdf>

Fulton County, Georgia  
Purchasing and Contract Compliance  
404-612-5800

Metropolitan Atlanta Rapid Transit Authority (MARTA)  
Disadvantaged Business Enterprise Program  
404-848-4656

U.S. Environmental Protection Agency  
[http://www.epa.gov/osbp/dbe\\_team.htm](http://www.epa.gov/osbp/dbe_team.htm)

For more information about DBE compliance, contact:  
[waterresources@gefa.ga.gov](mailto:waterresources@gefa.ga.gov)

**NOTES:**

- (1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than three certified MBE firms and three WBE firms to bid in each expected subcontract area or trade.
- (2) If a diligent and documented search of the recommended directories does not identify three potential certified MBE firms and three potential certified WBE firms, then the Prime Contractor shall post an advertisement in the Owner's local legal organ, the Owner's official website, a regional newspaper in a larger community in the proximity, the Prime Contractor's website, or some other appropriate resource. Whenever possible, post solicitation for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (3) Expenditures to a DBE that acts merely as a broker or passive conduit of funds, without performing, managing, or supervising the work of its subcontract in a manner consistent with normal business practices may not be counted.
- (4) The Prime Contractor should attempt to identify and first solicit DBEs in the geographic proximity of the project before soliciting those located farther away.
- (5) Contact GEFA Project Managers at 404-584-1000 or [waterresources@gefa.ga.gov](mailto:waterresources@gefa.ga.gov) for further assistance or resources.

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING  
EQUAL EMPLOYMENT OPPORTUNITY**

<b>Proposed Prime Contractor</b>
<b>Proposed Subcontractor</b>

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25), (as amended by EO 11375 of Oct. 13, 1967, 32 FR 14303, 3 CFR, 1966-1970 Comp., p. 684; EO 12086 of Oct. 5, 1978, 43 FR 46501, 3 CFR, 1978 Comp., p. 230, EO 13672 of July 21, 2104, 79 FR 42971). Any bidder or prospective prime contractor, or any of the proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicated that the prime or subcontractor has not filed a compliance report due under applicable instruction, such contractor shall be required to submit a compliance report.

(1) Bidder has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.

YES \_\_\_\_\_ NO \_\_\_\_\_

(2) Compliance Reports were required to be filed in connection with such contract or subcontract.

YES \_\_\_\_\_ NO \_\_\_\_\_ (If YES, state what reports were filed and with what agency.)

(3) Bidder has filed all compliance reports due under applicable instructions, including SF-100 (EEO-1 Report).

YES \_\_\_\_\_ NO \_\_\_\_\_ (If NO, please explain in detail.)

**The information above is true and complete to the best of my knowledge and belief. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)**

\_\_\_\_\_  
**PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR**

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED REPRESENTATIVE**

\_\_\_\_\_  
**DATE**

**CERTIFICATION BY PROPOSED PRIME CONTRACTOR OR SUBCONTRACTOR REGARDING  
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBLE MATTERS**

<b>Proposed Prime Contractor</b>
<b>Proposed Subcontractor</b>

Under Executive Order 12549 individuals or organizations debarred from participation in federal assistance programs may not receive an assistance award under federal program or sub-agreement there under for \$25,000 or more. Accordingly, each recipient of a state loan or a contract (engineering or construction) awarded under a loan must complete the following certification (see 2 CFR §1532.220).

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 (1) (b) of this certification; and
- (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 of default.

**I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. (A willfully false statement is punishable by law – U.S. Code, Title 18, Section 1001.)**

\_\_\_\_\_  
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR OR SUBCONTRACTOR

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

\_\_\_\_\_ I am unable to certify to the above statements. My explanation is as follows:

**CHANGES TO APPROVED SUBCONTRACTORS FORM**

Loan Recipient \_\_\_\_\_ SRF Loan Number \_\_\_\_\_

**CERTIFICATIONS:**

*I certify that the information submitted on and with this form is true and accurate and that this firm has met and will continue to meet the conditions of this construction contract regarding DBE solicitation and utilization. I further certify that criteria used in selecting subcontractors and suppliers were applied equally to all potential participants.*

\_\_\_\_\_  
 (Prime Contractor signature) Date \_\_\_\_\_

\_\_\_\_\_  
 (Printed name and title)

*I certify that I have reviewed the information submitted on and with this form and that it meets the requirements of the Owner's State Revolving Fund loan contract.*

\_\_\_\_\_  
 (Signature of Owner or Owner's representative) Date \_\_\_\_\_

\_\_\_\_\_  
 (Printed name and title)

**GENERAL INFORMATION:**

- 1) If an approved subcontractor is terminated or replaced, please identify this company and briefly state reason.

<b>Subcontractor Name:</b>	<b>Trade</b>
<b>Reason Terminated or Replaced</b>	

- 2) For new or additional subcontractors, list name, trade, address, telephone number, contact person, dollar amount of subcontract, and DBE status.

<b>New Subcontractor Name and Contact Person</b>	<b>Trade</b>
<b>Address</b>	<b>Telephone Number</b>
<b>Dollar Amount</b>	<b>DBE Status</b>

- 1) Attach proof of certification by EPA, SBA, DOT (or by state, local, tribal, or private entities whose certification criteria match EPA's) for each subcontractor listed as a DBE, MBE, or WBE.
- 2) Attach documentation of Six Good Faith Efforts solicitation effort for all new subcontracts.
- 3) Provide justification for not selecting any certified DBE subcontractor that submitted a low bid for any subcontract area.
- 4) For each subcontractor, attach certifications regarding Equal Employment Opportunity (GEFA-9) and certifications regarding Debarment, Suspension, and Other responsible Matters (GEFA-10)

**DBE ANNUAL REPORT**  
**FORM (5700-52A)**

This form must be completed by recipients of federal financial assistance for procurement of supplies, equipment, construction, or services. SRF loan recipients are required to submit this report to GEFA by the 20th of October for the previous period of October 1 through September 30. Please submit a "negative" report even if \$0 is the amount paid to MBE/WBE subcontractors during the reporting period.

ANNUAL REPORT FORM (5700-52A)			
1. PRIME CONTRACTOR		2. REPORTING PERIOD (Complete date using current year.) Period Ending (September 30, _____)	
3. SUBMIT TO: Georgia Environmental Finance Authority Attention: DBE Compliance Coordinator 47 Trinity Ave SW Fifth Floor Atlanta, Georgia 30303 <a href="mailto:waterresources@gefa.ga.gov">waterresources@gefa.ga.gov</a>		4. LOAN RECIPIENT (Name, Address, and Telephone)	
5. LOAN RECIPIENT (OWNER) REPORTING CONTACT	PHONE:	6. TYPE OF FEDERAL FINANCIAL ASSISTANCE PROGRAM (Check one) CWSRF _____ DWSRF _____	7. SRF LOAN NUMBER
8. CONTRACTOR NAME AND TOTAL CONSTRUCTION CONTRACT AMOUNT		9. ACTUAL DOLLAR AMOUNT PAID TO MBE/WBE SUBCONTRACTORS THIS PERIOD \$ MBE _____ \$ WBE _____ NEGATIVE REPORT (\$0) _____	
10. RECIPIENT'S MBE/WBE GOALS  MBE 4.0 %      WBE 4.0 %		11. TOTAL DOLLARS SPENT THIS PERIOD MBE \$ _____ WBE \$ _____ NON MBE/WBE \$ _____ TOTAL \$ _____	
12. NAME AND TITLE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT (OWNER).		13. SIGNATURE OF AUTHORIZED REPRESENTATIVE OF LOAN RECIPIENT.	14. DATE
MBE/WBE PAYMENTS MADE DURING PERIOD			
NAME AND ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)		TOTAL DOLLAR AMOUNT PAID AND DATE PAID \$ _____ DATE _____	

**SPECIAL PROVISIONS**

- (a) The Prime Contractor is required to pay its subcontractors in accordance with the Georgia Prompt Payment Act (OCGA 13-11).
- (b) The Prime Contractor is required to insert the entirety of the Davis Bacon contract requirements into all subcontracts.
- (c) Sewer line and water line crossing of all roads and streets shall be done in accordance with the Georgia Department of Transportation (D.O.T.) Policies and Procedures and must comply with the Ga. D.O.T. Standard Specifications, Construction of Roads and Bridges, 1993 Edition.
- (d) Construction shall be carried out so as to prevent bypassing of wastewater flow and to prevent interruption of drinking water treatment during construction. EPD must receive written notification prior to any reduction in the level of treatment and must approve all temporary modifications to the treatment process prior to the activity.
- (e) Erosion and Sedimentation Control shall be accomplished in accordance with the Georgia Erosion and Sedimentation Control Act of 1975 as currently amended and NPDES General Permits (Storm Water from Construction Sites). See also [epd.georgia.gov](http://epd.georgia.gov) and [gaswcc.georgia.gov](http://gaswcc.georgia.gov) for information regarding permits.
- (f) Use of Chemicals: All chemicals used during project construction or furnished for project operation, whether herbicide, pesticide, disinfectant, polymer reactant or of other classification, must show approval of either EPA or USDA. Use of all such chemicals and disposal of residues shall be in conformance with state and local regulations as appropriate.
- (g) It is the duty of the Prime Contractor, the Owner and the Engineer to ensure the construction of the project, including the letting of contracts in connection therewith, shall comply with all applicable laws and regulations and requirements of the United States of America or any agency thereof, the state of Georgia or any agency thereof, territorial, or any local government laws or political subdivision and ordinances to the extent that such requirements do not conflict with federal laws and this subchapter.
- (h) EPD, EPA, and GEFA shall have access to the site and the project work at all times.

**BONDS**

Bonding requirements for Contracts of \$100,000 or less are contained in the General Conditions. Bond requirements of contracts in excess of \$100,000 are:

1. Bid guarantee equivalent to five percent of the bid price. The bid guarantee shall consist of a firm commitment such as a certified check or bid bond submitted with the bid;
2. Performance bond equal to 100 percent of the contract price, and;
3. Payment bond equal to 100 percent of the contract price. Bonds must be obtained from companies holding Certificates of Authority as acceptable sureties, issued by the U.S. Treasury.

**SPECIAL NOTICE TO BIDDERS**

By the submission of this bid, each bidder acknowledges that he understands and agrees to be bound by the equal opportunity requirements of EPA regulations (40 CFR Part 8, particularly Section 8.4 (b)), which shall be applicable throughout the performance of work under any contract awarded pursuant to this solicitation. Each bidder agrees that if awarded a contract, it will similarly bind contractually each subcontractor. In implementation of the foregoing policies, each bidder further understands and agrees that if awarded a contract, it must engage in affirmative action directed at promoting and ensuring equal employment opportunity in the workforce used under the contract (and that it must require contractually the same effort of all subcontractors whose subcontracts exceed \$10,000.00). The bidder understands and agrees that "affirmative action" as used herein shall constitute a good faith effort to achieve and maintain minority employment in each trade in the on-site workforce used on the project.

**EQUAL EMPLOYMENT OPPORTUNITY NOTICE****NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the Equal Opportunity Clause which is included in the nondiscrimination Provision and Labor Standards, EPA Form 5720-4 and the Standard Federal Equal Employment Opportunity (EEO) Construction Contract Specifications set forth herein.
2. The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

---

Goals for minority participation for each trade	<b>4.0 percent</b>
---	--------------------

Goals for female participation for each trade	<b>4.0 percent</b>
---	--------------------

These goals are applicable to all the Contractor's construction work (whether or not it is federal or federally assisted) performed in the covered area.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals established for the geographical area where the contract resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minority and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation to the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40CFR Part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract.
4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is (insert description of the geographical area where the contract is to be performed giving the state, county, and city, if any).

**EEO Construction Contract Specifications****Executive Order 11246**

<https://www.dol.gov/agencies/ofccp/executive-order-11246/as-amended>

**Davis-Bacon and Related Acts**

<https://www.dol.gov/agencies/whd/government-contracts/construction>

**INSERT WAGE RATE DETERMINATION HERE**

Wage Rates (for *Heavy Construction*) are state/county specific can be found at:

<http://www.dol.gov/whd/govcontracts/dbra.htm>

Sample Payroll Form (WH-347) is found at:

<http://www.dol.gov/whd/forms/wh347.pdf>

Labor Standards Interview Form (SF-1445) is found at:

<http://www.gsa.gov/portal/forms/download/115910>

Davis-Bacon (WH-1321) poster is found at:

<http://www.dol.gov/whd/regs/compliance/posters/fedprojc.pdf> (English)

<http://www.dol.gov/whd/regs/compliance/posters/davispan.pdf> (Spanish)

Fair Labor Standards Act Minimum Wage poster is found at:

<http://www.dol.gov/whd/regs/compliance/posters/minwagebwp.pdf> (English)

<http://www.dol.gov/whd/regs/compliance/posters/minwagespbwP.pdf> (Spanish)

“EEO Is the Law” poster is found at:

[https://www.eeoc.gov/sites/default/files/2022-10/22-088\\_EEOC\\_KnowYourRights\\_10\\_20.pdf](https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRights_10_20.pdf)

(English)

[https://www.eeoc.gov/sites/default/files/2022-10/22-088\\_EEOC\\_KnowYourRightsSp\\_10\\_20.pdf](https://www.eeoc.gov/sites/default/files/2022-10/22-088_EEOC_KnowYourRightsSp_10_20.pdf)

(Spanish)

OSHA poster is found at:

<https://www.osha.gov/sites/default/files/publications/osha3165.pdf>

(English)

<https://www.osha.gov/sites/default/files/publications/osha3167.pdf>

(Spanish)

**CERTIFIED PAYROLL REVIEW CHECKLIST**

(This is a recommended Certified Payroll Review Checklist for the Owner's use.)

<p><b>CONTRACT ID</b></p> <p>City of CW/DWSRF#00 - 000</p>	<p><b>PRIME CONTRACTOR/SUBCONTRACTOR</b></p> <p>X Construction</p>
<p><b>GENERAL WAGE DECISION AND DATE</b></p> <p>(Insert number and date)</p>	<p><b>PAYROLL PERIOD ENDING</b></p>

**INSTRUCTIONS:** This checklist is to be used in conjunction with projects requiring Davis-Bacon Wage Rates and compliance reviews. All certified payrolls are to be date stamped upon receipt from the prime contractor.

**Payroll Information Checklist:**

- \_\_\_\_\_ Prime Contractor's or subcontractor's name and address
- \_\_\_\_\_ Contract ID numbers (GEFA SRF No.)
- \_\_\_\_\_ Week ending.
- \_\_\_\_\_ Project location.
  
- \_\_\_\_\_ Employee ID or Last four digits of Social Security
  - \_\_\_\_\_ Number Social Security Number removed
  - \_\_\_\_\_ Employee's work classification
  - \_\_\_\_\_ Identification of OJTs, apprentices, and program levels (%) on payrolls.
  - \_\_\_\_\_ Verify that OJT and Apprentice Program documentation is in project files.
  
- \_\_\_\_\_ Daily and weekly employee hours worked in each job classification.
  - \_\_\_\_\_ Daily and weekly employee overtime (or premium) hours worked
  - \_\_\_\_\_ Total weekly hours worked on all jobs (prevailing and non-prevailing wage).
  - \_\_\_\_\_ Base rate shown for each employee, overtime (or premium) rate shown when worked.
  - \_\_\_\_\_ Verify correct wage rates are being paid.
  - \_\_\_\_\_ Verify overtime is being paid correctly (over 40 hrs/wk, and Time and a half)
  - \_\_\_\_\_ Week's gross wages
  - \_\_\_\_\_ Week's itemized deductions.
  - \_\_\_\_\_ Week's net wages paid
  
- \_\_\_\_\_ Compliance statement attached.
  - \_\_\_\_\_ Method of fringe benefit payment described by checking either box (4)(a) or (4)(b).
  - \_\_\_\_\_ Fringe benefit package information in file and updated as needed (if 4(a) is checked)
  - \_\_\_\_\_ Exceptions explanation for fringe benefit (4)(c).
  - \_\_\_\_\_ Signature.

**Compliance Review Checklist (for field reviews):**

- \_\_\_\_\_ Verify work classifications reported are consistent with the work performed.
- \_\_\_\_\_ Compare payrolls with wage rate interviews when conducted.
- \_\_\_\_\_ Compare number of employees and hours worked with project documentation.

<p><b>REVIEWED BY:</b></p>	<p><b>DATE</b></p>
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**GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

**AMERICAN IRON AND STEEL**

**SPECIAL CONDITIONS AND INFORMATION**

For

**FEDERALLY ASSISTED**

**STATE REVOLVING LOAN FUND**

**CONSTRUCTION CONTRACTS**

April 11, 2014

*The following standard language must be incorporated into construction contract documents and in all solicitations for offers and bids for all construction contracts or subcontracts to be funded, in whole or in part, through the Federally-assisted State Revolving Fund in the State of Georgia for projects subject to the American Iron and Steel requirements.*

*These Special Conditions shall not relieve the participants in this project of responsibility to meet any requirements of other portions of this construction contract or of other agencies, whether these other requirements are more or less stringent. The requirements in these Special Conditions must be satisfied in order for work to be funded with the State Revolving Fund.*

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## GENERAL REQUIREMENTS

These Special Conditions are based on guidance provided by the United States Environmental Protection Agency (EPA). Public Law 113-76, the Consolidated Appropriations Act, 2014 (Act), includes an “American Iron and Steel” (AIS) requirement that requires State Revolving Loan Fund (SRF) assistance recipients to use iron and steel products that are produced in the United States for projects in this project. A copy of Section 436 of the Act is found in Appendix 3.

The products and materials subject to these requirements will be defined in Appendix 1 of these special conditions.

The Owner must maintain documentation of compliance with the AIS requirements. The documentation that the Owner maintains will be subject to review and audit by representatives of the state of Georgia, the EPA, the EPA Office of the Inspector General, and other federal authorities.

The Prime Contractor must provide certifications of compliance for all products subject to AIS requirements to the Owner prior to requesting payments for those products. The Owner or the Engineer may require certifications of compliance with submittals and shop drawings for these products as part of the submittal review process.

All manufacturing processes for a covered iron or steel product, as further defined in Appendix 1, must take place in the United States. If a covered product is taken out of the US for any part of the manufacturing process, it becomes foreign source material.

The EPA recommends the use of a step certification process to document the locations of the manufacturing processes involved with the production of steel and iron materials. A step certification is a process under which each handler (supplier, fabricator, manufacturer, processor, etc.) of the iron and steel products certifies that its step in the process was domestically performed. Each time a step in the manufacturing process takes place, the manufacturer delivers its work along with a certification of its origin. A certification should include the name of the manufacturer, the location of the manufacturing facility where the product or process took place (not its headquarters), a description of the product or item being delivered, and a signature by a manufacturer’s responsible party. Attached in Appendix 2 is a sample step certification.

Alternatively, the final manufacturer that delivers the iron or steel product to the worksite, vendor, or contractor, may provide a certification asserting that all manufacturing processes for the product and for its iron and steel components occurred in the United States. The EPA states that additional documentation may be needed if the certification lacks important information and recommends step certification as the best practice. A sample final manufacturer certification is attached in Appendix 2.

The Prime Contractor may document that incidental and generally low cost components, as defined in Appendix 1, are compliant with AIS requirements under the De Minimis Waiver issued by the EPA. For these items, the Contractor must provide the Owner with documentation of costs for these items, including invoices, and a report of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined. A sample De Minimis report is attached in Appendix 2.

Contractor, supplier, and manufacturer records are subject to review and audit by the EPA, its Inspector General, and other federal authorities.

Failure to comply with these requirements may delay, limit, or prevent the disbursement of SRF funds to the Owner. Violations of AIS requirements will require correction by the Contractor as determined by the Owner and Engineer, including replacement of deficient products with compliant products and compensation for costs and other damages that may result. Violations may also subject the Owner, the Contractor, and suppliers to other enforcement actions within the discretion of the EPA and other federal authorities.

The Act permits EPA to issue waivers for a case or category of cases in which EPA finds (1) that applying these requirements would be inconsistent with the public interest; (2) iron and steel products are not produced in the US in sufficient and reasonably available quantities and of a satisfactory quality; or (3) inclusion of iron and steel products produced in the US will increase the cost of the overall project by more than 25 percent. The Contractor should notify the Owner and Engineer immediately if it finds that a waiver may be required.

By submitting a bid for this project and by executing this construction contract, the Contractor acknowledges to and for the benefit of the Owner and the state of Georgia that it understands that the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund or the Drinking Water State Revolving Fund and that Federal law authorizing these Funds contains provisions commonly known as "American Iron and Steel" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Owner and the state of Georgia 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 Owner or the state of Georgia. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Owner or the state of Georgia to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Owner or the state of Georgia resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the state of Georgia or any damages owed to the state of Georgia by the Owner). The Owner and the Contractor agree that the state of Georgia, as a lender to the Owner for the funding of its project, 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 of Georgia.

## Appendix 1 – Definitions

For purposes of the Clean Water State Revolving Fund (CWSRF) and Drinking Water State Revolving Fund (DWSRF) projects that must comply with the AIS requirement, an iron or steel product is one of the following made primarily of iron or steel that is permanently incorporated into the project:

Lined or unlined pipes or fittings;  
Manhole Covers;  
Municipal Castings (defined in more detail below);  
Hydrants;  
Tanks;  
Flanges;  
Pipe clamps and restraints;  
Valves;  
Structural steel (defined in more detail below);  
Reinforced precast concrete (defined in more detail below); and  
Construction materials (defined in more detail below).

**Product primarily of iron or steel:** The product must be made of greater than 50% iron or steel, measured by cost. If one of the listed products is not made primarily of iron or steel, United States (US) provenance is not required, except as required for reinforced precast concrete. If a product is composed of more than 50% iron or steel, but is not listed in Section 436 (a) (2) of the Act, it is not required to be produced in the US. Alternatively, the iron or steel in such a product can be sourced from outside the US.

**Steel:** An alloy that includes at least 50 percent iron and between 0.02 and 2 percent carbon and may include other elements. Other alloys of iron are not required to be produced in the US.

**Produced in the United States:** Production in the US of the iron or steel products used in the project requires that all manufacturing processes, including application of coatings, must take place in the United States, with the exception of metallurgical processes involving refinement of steel additives. All manufacturing processes includes processes such as melting, refining, forming, rolling, drawing, finishing, fabricating and coating. Further, if a domestic iron and steel product is taken out of the US for any part of the manufacturing process, it becomes foreign source material. However, raw materials such as iron ore, limestone and iron and steel scrap are not covered by the AIS requirement, and the material(s), if any, being applied as a coating are similarly not covered. Non-iron or steel components of an iron and steel product may come from non-US sources. For example, for products such as valves and hydrants, the individual non-iron and steel components do not have to be of domestic origin.

**Municipal Castings:** Municipal castings are cast iron or steel infrastructure products that are melted and cast. They typically provide access, protection, or housing for components incorporated into utility owned drinking water, storm water, wastewater, and surface infrastructure. They are typically made of grey or ductile iron, or steel. Examples of municipal castings include access hatches, ballast screen, benches, bollards, cast bases, cast iron hinged hatches, cast iron riser rings, catch basin inlets, cleanout/monument boxes, construction covers and frames, curb and corner guards, curb openings, detectable warning plates, downspout shoes, drainage grates, frames & curb inlets, inlets, junction boxes, lampposts, manhole covers, rings & frames, risers, meter boxes, steel hinged hatches, steel riser rings, trash receptacles, tree grates, tree guards, trench grates, and valve boxes.

**Structural Steel:** Structural steel is rolled flanged shapes, having at least one dimension of their cross-section 3 inches or greater, which are used in the construction of bridges, buildings, ships, railroad rolling stock, and for numerous other constructional purposes. Such shapes are designated as wide-flange shapes, standard I-beams, channels, angles, tees and zees. Other shapes include H-piles, sheet piling, tie plates, cross ties, and those for other special purposes.

**Reinforced Precast Concrete:** While reinforced precast concrete may not be at least 50% iron or steel, in this particular case, the reinforcing rebar must be produced in the US and meet the same standards as for any other iron or steel product. Additionally, the casting of the concrete product must take place in the US. The cement and other raw materials used in concrete production are not required to be of domestic origin. If the reinforced concrete is cast at the construction site, the reinforcing rebar is considered to be a construction material and must be produced in the US.

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

**Construction Materials not subject to AIS:** Mechanical and/or electrical components, equipment and systems are not considered construction materials. Mechanical equipment is typically that which has motorized parts and/or is powered by a motor. Electrical equipment is typically any machine powered by electricity and includes components that are part of the electrical distribution system.

The following examples, including their appurtenances necessary for their intended use and operation, are NOT considered construction materials: pumps, motors, gear reducers, drives, variable frequency drives (VFDs), mixers, blowers/aeration equipment, compressors, meters, electric/pneumatic/manual accessories used to operate valves (such as valve actuators), gates, motorized screens (such as traveling screens), sensors, controls, switches, supervisory control and data acquisition (SCADA), membrane bioreactor systems, membrane filtration systems, filters, clarifiers and clarifier mechanisms, rakes, grinders, disinfection systems, dewatering equipment, presses (including belt presses), conveyors, cranes, HVAC (excluding ductwork), water heaters, heat exchangers, generators, cabinetry and housings (such as electrical boxes/enclosures), lighting fixtures, electrical conduit, emergency life systems, metal office furniture, shelving, laboratory equipment, and analytical instrumentation.

Items temporarily used during construction, which are removed from the project site upon completion of the project, are not required to be made of U.S. Iron or Steel. For example, trench boxes or scaffolding are not considered construction materials subject to AIS requirements.

**Incidental Components compliant with AIS under the De Minimis Waiver:** This waiver permits the use of de minimis incidental components that may otherwise be prohibited under AIS. These de minimis items may cumulatively comprise no more than a total of 5 percent of the total cost of the materials used in and incorporated into the project. The cost of an individual item may not exceed 1 percent of the total cost of the materials used in and incorporated into the project.

These items are miscellaneous, generally low-cost components that are essential for, but incidental to, the construction and are permanently incorporated into the project. For many of these incidental components, the country of manufacture and the availability of alternatives are not always readily or reasonably identifiable prior to procurement in the normal course of business. For other incidental components, the country of manufacture may be known, but the miscellaneous character in conjunction with the low cost, individually and in total, as typically procured in bulk, mark them as properly incidental. Examples of incidental components include small washers, screws, fasteners (i.e., nuts and bolts), miscellaneous wire, corner bead, ancillary tube.

Examples of items that are not incidental and are not covered by the De Minimis Waiver include significant process fittings (i.e., tees, elbows, flanges, and brackets), distribution system fittings and valves, force main valves, pipes for sewer collection and/or water distribution, treatment and storage tanks, large structural support structures.

## ATTACHMENT B

Items covered as compliant under this waiver must be documented in a report to the Owner to demonstrate that they are both incidental and that they fall within the cost allowances of this waiver. The costs of these items must be documented by invoices. The report must include a listing of types and categories of materials to which the waiver is applied, the total cost of incidental components covered by the Waiver for each category, and the calculations by which the total cost of materials incorporated into the project was determined.

## Appendix 2 – Sample Certifications Step Certification

The following information is provided as a sample letter of step certification for American Iron and Steel compliance. Documentation must be provided on company letterhead. This is to be provided by each handler (supplier, fabricator, manufacturer, processor, etc.). Each time a step in the manufacturing process takes place, the handler delivers its work along with a certification of its origin.

Date

Company Name  
Company Address  
City, State Zip

Subject: American Iron and Steel Step Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**Appendix 2 – Sample Certifications**  
**Final manufacturer certification**

The following information is provided as a sample letter of the final manufacturer to certify American Iron and Steel compliance for the entire manufacturing process. Documentation must be provided on company letterhead.

Date

Company Name  
Company Address  
City, State Zip

Subject: American Iron and Steel Certification for Project (Insert project name and SRF number)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement of P.L. 113-76 and as mandated in EPA's State Revolving Fund Programs.

List of items, products and/or materials:

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative

**Appendix 2 – Sample Certifications  
Contractor De Minimis Report**

**Owner:** (Owner Name)  
**SRF Project No:** (SRF Number)  
**Project Description:** (Contract title or brief description)  
**Date:** (Date of report)  
**Submitted by (name & title):** (Contractor representative)  
 Company Name

**LIST OF MATERIALS  
OR CATEGORIES OF MATERIALS  
PERMANENTLY INCORPORATED  
INTO THE PROJECT**

Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
Category or Item	\$1,000.00
<b>Total Permanent Materials</b>	<b>\$10,000.00</b>

**1 % of total material cost**                      **\$100.00**    **Maximum cost for individual item waived**  
**5 % of total material cost**                      **\$500.00**    **Maximum cumulative cost for category waived**

**LIST OF MATERIALS  
OR CATEGORIES OF MATERIALS  
COVERED BY  
DE MINIMIS WAIVER**

	<b>COST</b>	<b>COMPLIANT (Yes/No)</b>
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
Category or Item	\$100.00	Yes
<b>Total De Minimis Items</b>	<b>\$500.00</b>	<b>Yes</b>

**INVOICES ATTACHED FOR DE MINIMIS ITEMS.**

**Appendix 3 – P.L. 113-76, Consolidated Appropriations Act, 2014**

The Act states:

Sec. 436 (a)(1) None of the funds made available by a State water pollution control revolving fund as authorized by title VI of the Federal Water Pollution Control Act (33 U.S.C. 1381 et seq.) or made available by a drinking water treatment revolving loan fund as authorized by section 1452 of the Safe Drinking Water Act (42 U.S.C. 300j-12) shall be used for a project for the construction, alteration, maintenance, or repair of a public water system or treatment works unless all of the iron and steel products used in the project are produced in the United States.

(2) In this section, the term “iron and steel products” means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials.

(b) Subsection (a) shall not apply in any case or category of cases in which the Administrator of the Environmental Protection Agency (in this section referred to as the “Administrator”) finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron and steel products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron and steel products produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the Administrator receives a request for a waiver under this section, the Administrator shall make available to the public on an informal basis a copy of the request and information available to the Administrator concerning the request, and shall allow for informal public input on the request for at least 15 days prior to making a finding based on the request. The Administrator shall make the request and accompanying information available by electronic means, including on the official public Internet Web site of the Environmental Protection Agency.

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

(e) The Administrator may retain up to 0.25 percent of the funds appropriated in this Act for the Clean and Drinking Water State Revolving Funds for carrying out the provisions described in subsection (a)(1) for management and oversight of the requirements of this section.

(f) This section does not apply with respect to a project if a State agency approves the engineering plans and specifications for the project, in that agency’s capacity to approve such plans and specifications prior to a project requesting bids, prior to the date of the enactment of this Act.