

LETTER OF TRANSMITTAL

TO:

Global Infrastructure, Inc.
Sitton Construction
Mack Jones Enterprises, Inc.
KAM Contracting Southeast, LLC
F.S. Scarbrough, LLC
Wright Brothers
C.W. Matthews Contracting Co., Inc.
UWS, Inc
Talley Construction, Inc.
Complete Contracting Solutions, LLC

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City of Fort Oglethorpe

Phil Minton
Kathy Bradley

pminton@fortoglethorpega.gov
kbradley@fortoglethorpega.gov

FROM: Philip Schofield, P.E.

DATE: August 29, 2025

PROJ. NO.: G24029

SUBJECT: Addendum No. 1
City of Fort Oglethorpe
Historic District Water and Stormwater System Improvements

PAGES: 83 pages to follow

PLEASE RESPOND → → → →	TO CONFIRM RECEIPT OF THIS ADDENDUM NO. 1 PLEASE SIGN AND EMAIL TO CTI vvisco@ctiengr.com
	Company _____
	Signature _____
	Title _____
	Date _____

ID 862538

ADDENDUM NO. 1

HISTORIC DISTRICT WATER AND STORMWATER SYSTEM IMPROVEMENTS

CITY OF FORT OGLETHORPE, GEORGIA CTI PROJECT NO. G24029

The following changes shall be made to the Contract Documents, Specifications, Clarifications, and Drawings:

I. CONTRACT DOCUMENTS

A. Section 00 11 00, Advertisement for Bids.

1. DELETE Page 00 11 00-1 and REPLACE with the attached 00 11 00-1.1
The New Bid Opening Date and time is Thursday, September 11, 2025, 2 p.m.

B. Section 00 21 00, Information for Bidder.

1. DELETE Page 00 21 00-6 and REPLACE with the attached 00 21 00-6.1

C. Section 00 41 00, Bid.

1. DELETE Page 00 41 00-2 and REPLACE with the attached 00 41 00-2.1

D. Section 00 42 00, Bid Schedule.

1. DELETE pages 00 42 00-1 through 00 42 00-4 and REPLACE with the attached
00 42 00-1.2 through 00 42 00-1.5

E. Section 00 73 00, Supplemental General Conditions.

1. DELETE Pages 00 73 00-1 through 21 and REPLACE with the attached Pages
00 73 00-1.1 through 22.1

F. Section 00 81 00, GEFA Supplemental General Conditions.

1. ADD Pages 00 81 00-1 through 00 81 00-34

G. Section 00 82 00, American Iron and Steel Special Conditions and Information.

1. ADD Pages 00 82 00-1 through 00 82 00-11

II. SPECIFICATIONS

A. Section 01 11 00 Summary of Work.

1. DELETE Pages 01 11 00-1 through 3 and REPLACE with the attached 01 11
00-1.1 thru 1.3.

III. CLARIFICATIONS

1. Quantities and details regarding the watermain and stormwater have been revised. Please see the included revised drawings and bid form.
2. The Contractor is responsible for clearing and grubbing along the easement for installation for the watermain.
3. Existing trees within the way of construction shall be removed (including larger trees). This shall be considered incidental to the project.

4. The contractor may close down the road for traffic. Local traffic shall still be able to access the property to the extent possible. If access cannot be provided, written notice 15 business days in advance must be given to the Owner to allow for coordination and approval of request. The Contractor shall minimize road closures to local working areas only.
5. Contractor may use closed roadways for material storage and staging. Staging area is limited, and the contractor may work with the City to procure storage from neighboring property owners.
6. Rock is expected to be encountered. The bid item for rock is an estimated quantity. If additional or less rock is encountered, the quantity will be adjusted to reflect and paid on the unit price within the bid. The use of blasting shall not be permitted.
7. No geotechnical reports are available.
8. Thrust blocks shall be considered incidental to the project. Bidder shall include the price of thrust blocks in the unit price of water pipe as part of the installation cost.
9. The contractor shall be responsible for erosion and sediment control on site throughout the duration of the project. This includes any monitoring and testing requirements required by Georgia Soil and Water Conservation Commission. The Erosion and Sediment Control plans within the construction drawings are a guideline for the minimum components required.
10. The contractor is responsible for all third-party testing for soil and asphalt compaction, in addition to all construction survey staking and marking. This shall be considered incidental to the project.
11. Bid item 31 20 00a (Crushed Stone Backfill) is intended to be used as trench backfill for the watermain.
12. Bid item 31 20 00c (Compacted Crushed Base Stone [GAB]) is intended to be used for roadway base after trench backfill and for miscellaneous gravel surface grading if necessary.
13. Aggregate and asphalt quantities are based on a 4-foot-wide trench width for the watermain installation and an 8-foot-wide trench width for the storm pipe. Asphalt damaged outside of the project limits shall be repaired by the Contractor at no additional cost to the Owner.
14. Full width asphalt paving is included for 2nd and 3rd street from Thomas Road to Hedekin Circle. Contractor shall be responsible for any existing survey to match roadway to existing conditions with positive drainage away from road to catch basins.
15. Existing water lines shall remain operational at all times during construction except for the contractor's immediate work area when approved in writing. Prior to proceeding with a new phase of construction (including initial phase) the contractor shall coordinate with the City and Engineer at least 15 business days in advance in order to allow for coordination. Any shutdown or disruption to

service shall be coordinated with the City and shall not exceed 4 hours for residential and 1 hour for commercial when approved during business and daytime hours. Services may be allowed to exceed daytime limits when operating at night. All shutdowns must have written authorization and approval from the City. Contractor shall be responsible for all work associated with temporary water system regardless of time completed and shall include all provisions for nighttime shutdowns. Nighttime work will be considered incidental to the project for utility connections.

16. Any temporary water systems shall be pressure tested, and bacteria tested prior to connection. Any temporary water system plan shall be approved by City and Engineer prior to installation.
17. All water services encountered shall be replaced and incorporated in this project unless otherwise specified.
18. Cultural items such as decorative memorial stones may be present along ditches and the project. Any such item must remain undamaged. Contractor shall notify City and Engineer upon its finding and care must be taken to protect it. Any item found within the construction installation path shall be stored on site and replaced back where found upon completion if approved by City.

IV. DRAWINGS

- A. REPLACE Drawing No. C5, General Stormwater Plan with attached C5
REPLACE Drawing No. C6, Proposed Stormwater Plan and Profile with attached C6

Date: August 29, 2025

CTI Engineers, Inc.
/s/ Philip R. Schofield, P.E.
Senior Project Manager

**ADVERTISEMENT FOR BIDS
ITB # 005-25**

Owner: City of Fort Oglethorpe, Georgia

Separate sealed Bids for furnishing of all materials, labor, tools, equipment, and appurtenances necessary for the construction of the Historic District Water and Stormwater System Improvements will be received by the Owner at the City of Fort Oglethorpe, 500 City Hall Drive, Fort Oglethorpe, GA 30742, until 2:00 p.m., local time, on Thursday, September 11, 2025, and then at said office publicly opened and read aloud.

The Project consists of the following major elements: The project will involve the complete replacement of approximately 8,000 linear feet of aging 6-inch-diameter waterlines with 8-inch-diameter DIP. The stormwater pipe replacement will include upgrading approximately 4,000 linear feet of the aging stormwater drainage system. The Project is located in the Historic District on 1st Street, 2nd Street, 3rd Street, Thomas Road, Mitchell Road, and N. Thomas Road.

Copies of the Contract Documents and Specifications, including bidding documents and requirements, and Contract Drawings may be examined at the offices of the Engineer, CTI Engineers, Inc., 1122 Riverfront Parkway, Chattanooga, TN 37402 (phone 423/267-7613, www.ctiengr.com). Copies may be obtained there upon payment of \$100.00 for each set. This payment is not refundable.

Bidders must be listed on Engineer's list of plan holders. Plan holders are given the opportunity to view and/or purchase the Contract Documents, Specifications, and Drawings, and are then added to the Engineer's list of plan holders. Documents are available for purchase but purchase of the Contract Documents, Specifications, and Drawings is not required.

Engineer shall be provided with the following information: mailing address for U.S. Postal Service, physical delivery address, telephone number, contact person, and email address.

A Bid Bond of 5% of the total project cost is to be included in the proposal package. The Successful Bidder will be required to furnish performance and payment bonds with the executed Agreement meeting the requirements of the Contract Documents and executed on the forms attached to the Agreement. The terms and time for payment are set forth in the Agreement.

Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.

Contractor must have minimum Worker's Comp and General Liability Insurance in full force and effect. No proposal will be considered unless it is accompanied by satisfactory evidence that the Bidder holds Georgia State Contractor's License of proper classification and in full force and effect, in compliance with the provisions of O.C.G.A. Sec. 43-14-2 et seq. Pursuant to O.C.G.A. § 13-10-91, all contractors and sub-contractors performing work within the State of Georgia on a contract with a public employer must register and participate in a federal work authorization. Fort Oglethorpe will require certification from contractor that this requirement has been met.

This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Each Respondent shall submit with its proposal a copy of current Business License and/or Occupational Tax Certificate issued in the state it resides. If bidder cannot prove this license, it will be required to obtain one from Ft. Oglethorpe if it is the Awarded Respondent.

Fort Oglethorpe reserves the right to accept or reject any and all proposals, to waive formalities, technicalities or irregularities and to re-advertise if necessary. The contract between Fort Oglethorpe and the selected responder shall be subject to the payment agreement drawn up between Fort Oglethorpe and the selected responder.

Date: August 6, 2025
August 20, 2025

Fort Oglethorpe, Georgia
/s/ Molly Huhn, City Manager

20. Bid Envelope

All Bidders doing utility construction covered by OCGA 43-14 must have a Utility Contractor's License issued by the State of Georgia. In compliance with these requirements, the envelope in which the Bid is contained must bear on the outside the following:

- a. Name of Bidder.
- b. Address of the Bidder.
- c. Name of Project for which Bid is Submitted.
- d. Bidder's Utility Contracting License Number.
- e. Bidder's License Expiration Date.

Bid envelopes that do not bear the above information will be returned to the Bidder unopened.

A copy of the form found on the last page of this section properly completed to provide the required information as identified above shall be affixed to the front of the envelope containing the Bidder's proposal.

21. Any request for substitute or "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

Upon receipt of written notice of the acceptance of this Bid, Bidder will execute the formal contract attached within ten days and deliver a surety bond or bonds as required by the General Conditions. The Bid security attached in the sum of 5 percent of the total Bid is to become the property of the Owner in the event the contract and bond are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Bidder's representation section: Bidder is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

Respectfully submitted:

By _____
Signature

Title _____

Business Address

ATTEST:

Name _____
(Please Type)

Title _____

(SEAL)

Note: Attest for a corporation must be by the corporate secretary; for a partnership by another partner; for an individual by a Notary.

BID SCHEDULE
HISTORIC DISTRICT WATER AND STORMWATER SYSTEM IMPROVEMENTS
CITY OF FORT OGLETHORPE
FORT OGLETHORPE, GEORGIA

SCHEDULE I - WATER SYSTEM IMPROVEMENTS

Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total
00 61 13	Performance & Payment Bonds (Max 2% of Bid)	LS	1		\$ -
00 72 00	General Conditions , Including Project Management, Site Safety, Maintenance, and Supervision	LS	1		\$ -
01 11 00	Mobilization (Maximum 2.5% of Bid), Including Shop Drawings and Submittals, Locating and Excavating (Pot-holing) the Existing Utilities, Project Layout and Staking	LS	1		\$ -
01 22 00	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements	LS	1		\$ -
01 32 38	Pre-Construction Video Taping of Existing Ground Conditions along the path of the Proposed Water Line Improvements	LS	1		\$ -
01 22 00b	Traffic Control Devices for Traffic Control and Road Closure to Meet MUTCD and GDOT Requirements and in Coordination with the City of Fort Oglethorpe	LS	1		\$ -
01 78 39	GPS Survey for Record Drawings	LS	1		\$ -
31 20 00	Earthwork				
31 20 00a	Crushed Stone Backfill in Trench for 8" Water Lines in Streets, Parking Lots, and Asphalt or Concrete Driveways from Top of Bedding to Finished Grade	LF	5,210		\$ -
31 20 00b	Crushed Stone Bedding Material , in Excess of that Required for Standard Bedding and Haunching	CY	25		\$ -
31 20 00c	Compacted Crushed Base Stone (GAB) for Roadway and Fine Grading for Transitions.	Tons	1100		\$ -
31 20 00d	Demolition and Removal of Existing Asphalt Pavement , Including Saw-cutting, Excavation and Disposal of Asphalt Debris	LF	4,425		\$ -
31 20 00e	Topsoil , Fine Sifted Topsoil (Purchased and Imported to Project Site) Approved by the Engineer, not Including On-Site Soil	CY	10		\$ -
31 20 00f	Final Grading and Cleanup - Including Re-grading Existing Ditches to Allow Proper Drainage	LF	800		\$ -
31 20 00g	Trench Concrete/ Rock Excavation by Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	2,500		\$ -

Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total
31 25 00	Sedimentation and Erosion Control				
31 25 00a	Temporary Silt Fence, Including Installation of Filter Barrier, Stakes, Maintenance and Removal after Site Stabilization	LF	800		\$ -
32 10 00	New and Replacement Paving				
32 10 00a	Asphalt Pavement Replacement for Streets, Driveways and Parking Lots, Trench Width Repair and Driveway Apron Replacement 4" Thick, with 2.5" of 12.5 mm GDOT mix and 1.5" of 9.5 GDOT mix, Including Saw-cutting and Base Stone Compaction	Tons	350		\$ -
32 92 19	Seeding				
32 92 19a	Seeding	LF	800		\$ -
33 12 13	Water Services				
33 12 13a	Connect to Existing Service Line, Including Pipe Fittings	EA	31		\$ -
33 12 13b	8" x 3/4" Double Strap Tapping Saddles Installed, Including Corporation Stop	EA	31		\$ -
33 12 19	Hydrants				
33 12 19a	Replace Existing Fire Hydrants with New Fire Hydrants Complete, Including, Hydrant, Anchor Coupling, Valve, Thrust Restraint, and Stone Bedding (MJ Tee Weight and Pipe Length to be Paid in Other Pay Items)	EA	14		\$ -
40 05 13.53	Ductile Iron Pipe (DIP) and Fittings				
40 05 13.53a-1	8-Inch Ductile Iron Pipe Installed in Roadway, Including All Materials, Labor and Equipment	LF	5,210		\$ -
40 05 13.53a-2	8-Inch Ductile Iron Pipe Installed in Trench, Including bedding, excavation, All Materials, Labor and Equipment	LF	800		\$ -
40 05 13.53b-1	8-Inch DIP Installed in Casing, Including All Materials, Labor, Equipment, and Restrained Gasket Materials	LF	240		\$ -
40 05 13.53b-2	Ductile Iron MJ Pipe Fittings for All Other Fittings not Specified as Paid Per Each in Other Pay Items (Use Published Weights for Ductile Iron AWWA C-153 Compact Fittings, Excluding Bolts Gaskets, and Other Incidental Attachments)	LBS	1,600		\$ -
40 05 13.53c-8	8" x 8" MJ Anchor Tee (Valve Tee)	EA	3		\$ -
40 05 13.53d	Connection to Existing Water Lines				
40 05 13.53d-8	Connection New 8-inch Water Line to Existing Water Line, Including Tapping Sleeve and Valve	EA	7		\$ -
40 05 61	Gate Valves, Including Valve Box, Cover, and Extensions as Required				
40 05 61a-8	8-Inch Gate Valve Installed including Valve Box & Cover, Concrete Support Block, Thrust Block, and Valve Box Extensions	EA	17		\$ -
TOTAL - SCHEDULE I				\$	

Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total
SCHEDULE II -STORMWATER SYSTEM IMPROVEMENTS					
03 30 00	Cast-in-Place Concrete, Includes All Material and Labor				
03 30 00a	Class A (4,000 psi) Concrete, 4" thick for sidewalks, slabs and driveways. Including excavation, stone bedding, formwork and all materials and labor	SF	2,750		\$ -
03 30 00b	Class A (4,000 psi) Concrete for Type 2 Gutter or Curb and Gutter, Including Materials, Excavation, Bedding, Form Work, Concrete, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	LF	650		\$ -
03 30 00c	Class A (4,000 psi) Concrete for Type 2 Header Curb , Including Excavation, Bedding, Form Work, Concrete Mix, Pour and Finish Rubbing, Complete In Place as Shown in Detail on the Plans and as directed by the Engineer.	LF	50		\$ -
03 30 00d	Class B Concrete (3,000 PSI) for Utility Crossings and Other Areas Not Specified or as Directed by Engineer	CY	25		\$ -
31 20 00	Earthwork				
31 20 00a	Crushed Stone Backfill in Trench RCP in Streets, Parking Lots, and Asphalt or Concrete Driveways from Top of Bedding to Finished Grade	LF	3,000		\$ -
31 20 00b	Crushed Stone Bedding Material , in Excess of that Required for Standard Bedding and Haunching	CY	25		\$ -
31 20 00c	Compacted Crushed Base Stone (Pug Mix) for Gravel Driveway Repair and Fine Grading for Transitions to Existing Driveways.	Ton	1200		\$ -
31 20 00d	Demolition and Removal of Existing Asphalt Pavement , Including Saw-cutting, Excavation and Disposal of Asphalt Debris	SY	5,400		\$ -
31 20 00e	Trench Concrete/ Rock Excavation by Rock Trenching, or Hoe-ramming Methods, Including Hauling and Proper Disposal of Spoil Materials	LF	3,000		\$ -
31 25 00	Sedimentation and Erosion Control				
31 25 00a	Temporary Silt Fence , Including installation of filter barrier, stakes, maintenance and removal after site stabilization	LF	1600		\$ -
31 25 00b	Georgia DOT Type 3 (6" to 12") Rip Rap Stone , with filter fabric for slope protection, ditch check dams, inlet protection, or other erosion control devices	Tons	25		\$ -
31 25 00c	Construction Entrance , Including stone and geotextile fabric	EA	2		\$ -

Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total
31 25 00d	Straw Wattles / Tubes , Including overlap and staking	LF	200		\$ -
31 25 00e	Straw Matting , for slope or ditch stabilization, including staples	SY	200		\$ -
31 25 00f	Concrete Washout Structure , Including (CWA)	LS	1		\$ -
31 25 00g	Water Quality Monitoring and Sampling , Including installation and maintenance of site job box with rain gauge, NOI and NOT document preparation and document binder	Month	12		\$ -
31 25 00h	Water Quality Inspections , Including weekly inspections, post rain event inspections, monthly inspections, and reports on EGS standard forms	Month	12		\$ -
32 10 00	New and Replacement Paving				
32 10 00a	Asphalt Pavement Replacement for Streets, Driveways and Parking Lots, Trench Width Repair and Driveway Apron Replacement 4" Thick, with 2.5" of 12.5 mm GDOT mix and 1.5" of 9.5 GDOT mix, Including Saw-cutting and Base Stone Compaction	Ton	800		\$ -
32 92 19e	Landscape Repair Allowance	LS	1	\$ 10,000.00	\$ 10,000.00
33 40 00	Storm Sewerage				
33 40 00a-30	36-Inch RCP 0' to 8.0 Feet Deep, Includes excavation, bedding, and all materials	LF	1,300		\$ -
33 40 00a-24	18-Inch RCP 0' to 8.0 Feet Deep, Includes excavation, bedding, and all materials	LF	1800		\$ -
33 40 00c	72" Pre-Cast or Cast-in-Place Concrete Manhole , Including excavation, Stone Bedding, Pre-cast Concrete, or Concrete-Constructed Structure, and Connection to Pipe as Shown on Plans or as Directed by Engineer	EA	13		\$ -
33 40 00d	60" Pre-Cast or Cast-in-Place Concrete Catch Basin , Including excavation, Stone Bedding, Pre-cast Concrete, or Concrete-Constructed Structure, and Connection to Pipe as Shown on Plans or as Directed by Engineer	EA	1		\$ -
33 40 00e	48" Pre-Cast or Cast-in-Place Concrete Catch Basin , Including excavation, Stone Bedding, Pre-cast Concrete, or Concrete-Constructed Structure, and Connection to Pipe as Shown on Plans or as Directed by Engineer	EA	26		\$ -
33 40 00f	Connection to Existing Catch Basin / Inlet , Including Excavation, Pipe Connection to Structure, and Adjusting Structure to Finish Grade	EA	3		\$ -
TOTAL SCHEDULE II				\$	
TOTAL - SCHEDULE I				\$	
TOTAL - SCHEDULE I and SCHEDULE II				\$	

Item No.	DESCRIPTION	Unit	Est. No. of Units	Unit Price	Item Total
<p>Notes:</p> <p>1. Contractor shall Bid on all Schedules.</p> <p>2. The Owner may award any combination of Schedules. Contract will be awarded (if it is awarded) to the responsible and responsive Bidder submitting the lowest Bid sum in the selected combination of Schedules.</p> <p>3. Some schedules may not be awarded.</p> <p>4. Contractor certifies that he has reviewed the Drawings and Specifications and that all work not specifically listed in the Bid Schedule is included in the prices for various items listed in the Bid Schedule.</p>					
Bidder:			Date:		
By:		(Signature)	Title:		
Address:					
City:		State:		Zip Code:	
Telephone:					

SUPPLEMENTAL GENERAL CONDITIONS

1. DEFINITIONS

1.1 The following shall be added to the definitions listed in the General Conditions:

- (a) APPROVED - shall mean as approved, directed, required or permitted by the Engineer, unless specified otherwise.
- (b) CITY, COUNTY, OR AUTHORITY - City of Fort Oglethorpe, Georgia.
- (c) CONTRACT DOCUMENTS - The Contract Documents shall also include Certificate of Owner's Attorney, General Conditions, Supplemental General Conditions, funding agency requirements, EEO and MBE/WBE requirements, wage rate decisions, and all other certificates, regulations and documents herein bound.
- (d) ENGINEER - CTI Engineers, Inc., or its lawfully designated successor.
- (e) OWNER - City of Fort Oglethorpe, Georgia.
- (f) OWNER'S ATTORNEY – Robert L. Stulz or his/her lawfully designated successor or assistant.
- (g) SUBSTANTIAL COMPLETION - The determination as to whether the project is sufficiently complete so it can be utilized for its intended purposes will be based upon a consideration of completion items and submittals specified in the Specifications.
- (h) SUPPLEMENTAL GENERAL CONDITIONS - Also such modifications to the General Conditions as the Owner or Engineer may deem necessary.
- (i) THE SITE is the location of the proposed WORK as shown on the Drawings.
- (j) Build America, Buy America Act (BABAA) – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel, manufactured products, and construction materials are produced in the United States.
- (k) Construction Materials – Those articles, materials, or supply – other than an Item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.
- (l) Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and the cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the project.

(m) Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

2. ADDITIONAL INSTRUCTIONS AND DETAIL DRAWINGS

(RESERVED)

3. SCHEDULES, REPORTS, AND RECORDS

3.1 Each such schedule is to be subject to change from time to time in accordance with the progress of the work.

3.2 The Contractor shall also furnish on forms to be supplied by the Owner and/or his Engineer:

(a) a detailed estimate giving a complete breakdown of a lump sum contract price and

(b) periodic itemized estimates of work done for the purpose of making partial payments thereon.

The costs employed in making up any of these schedules will be used only for determining the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the Contract Price.

4. DRAWINGS AND SPECIFICATIONS

4.1 The Drawings, Specifications and Addenda shall form part of this Contract and the provisions thereof shall be as binding upon the parties hereto as if they were herein fully set forth. The table of contents, titles, headings, running headlines and marginal notes contained in the Contract Documents are solely to facilitate reference to various provisions of the Contract Documents and in no way affect, limit, or cast light on the interpretation of the provisions to which they refer.

4.2 Upon award of the Contract, the Contractor upon request will be supplied free of charge up to six complete sets of the Drawings and Specifications. If the Contractor requests additional prints or specifications, they will be furnished to him at cost at the Contractor's expense.

4.3 The Contractor shall keep on the job a copy of the Drawings and Specifications and shall at all times give the Owner and Engineer access thereto. Anything mentioned in the Specifications and not shown on the Drawings or shown on the Drawings and not mentioned in the Specifications shall be of like effect as if shown or mentioned in both.

4.4 The Contractor shall not take advantage of any errors or omission which may exist in the Drawings and Specifications, but shall immediately call them to the attention of the Engineer whose prompt interpretation or correction thereof shall be conclusive.

5. SHOP DRAWINGS

- 5.1 After checking and verifying all field measurements, the Contractor shall submit to the Engineer for review seven copies of all Shop Drawings, which shall have been checked by and stamped with the approval of Contractor and identified as the Engineer may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the Engineer to review the information as required.
- 5.2 The Contractor shall also submit for the Engineer's review with such promptness as to cause no delay in work, all samples required by the Contract Documents. All samples will have been checked by and stamped with the approval of the Contractor, identified clearly as to material, manufacturer, any pertinent catalog numbers and the use for which intended.
- 5.3 At the time of each submission, the Contractor shall in writing call the Engineer's attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents.
- 5.4 The Engineer will review with reasonable promptness those Shop Drawings and samples submitted in accordance with the Contractor's approved Submittal Schedule, but his review shall be only for general conformance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineer and shall return the required number of corrected copies of Shop Drawings and resubmit new samples. The Contractor shall direct specific attention in writing or on resubmitted Shop Drawings to revisions other than the corrections called for by the Engineer on previous submissions. Contractor's stamp of approval on any Shop Drawing or sample shall constitute a representation to the Owner and the Engineer that the Contractor has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers, and similar data, or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the work and the Contract Documents.
- 5.5 Engineer's review of Shop Drawings or samples shall not relieve the Contractor from his responsibility for any deviations from the requirements of the Contract Documents unless the Contractor has in writing called the Engineer's attention to such deviation at the time of submission and the Engineer has concurred in writing with the specific deviation, nor shall any review by the Engineer relieve the Contractor from responsibility for errors or omissions in the Shop Drawings.

6. MATERIALS, SERVICES AND FACILITIES

- 6.1 Any work necessary to be performed after regular working hours, on Sundays or on legal holidays, shall be performed without additional expense to the Owner.
- 6.2 The Contractor warrants that he has good title to all materials, supplies, and equipment used by him in the work.

- 6.3 All materials required in the work may be stored on the site upon which the project is to be constructed, subject to approval by the Engineer, but all such materials, tools, and machinery shall be neatly and compactly stored in such a manner as to not interfere with traffic and to cause the least inconvenience to the property owners. All fire hydrants must at all times be kept free and unobstructed, and water and gas shut-off boxes, underground power and telephone line manholes must not be covered by such materials.
- 6.4 Materials, tools, and machinery shall not be piled or placed against trees unless the trees shall be amply protected against injury therefrom. All materials, tools, machinery, etc., stored upon public thoroughfares must be provided with warning lights at night to warn the traffic of such obstruction.
- 6.5 The Contractor shall make his own arrangements for delivery and handling of equipment and materials as he may require for the prosecution of the work. The location of all temporary lines, roadways and similar facilities shall be subject to the approval of the Engineer, and these shall be located and operated so as not to interfere with other work carried on by the Owner or by other contractors.
- 6.6 It is agreed that any temporary power lines, roadways or other facilities which the Contractor furnishes, installs, maintains, and removes at the completion of the work, may be used by the Owner or any of its contractors at such reasonable time or times as may be directed by the Engineer. Likewise, it is provided that similar facilities of other contracts will become available to the Contractor under similar conditions.
- 6.7 Adequate sanitary facilities shall be provided by the Contractor. All such sanitary facilities shall conform to the requirements of the respective State and County Departments of Public Health.
- 6.8 Office space and furnishings for the Resident Project Representative, if required, will be as specified in the Specifications. If required, office space must be provided before the Contractor's first partial payment estimate will be approved. No separate payment shall be made for office space.
- 6.9 Contractor shall furnish six hard hats which shall be made available to authorized representatives and agents of the Owner and any interested governmental agency while visiting the job site.

7. INSPECTION AND TESTING

- 7.1 Where testing and inspection of materials or equipment are required by the Contract Documents, the cost of all inspection and testing shall be included in the contract price for supplying the applicable materials and equipment, as no separate payment will be made for these services. The laboratory or inspection agency shall be approved by the Owner.
- 7.2 Where mill tests of materials are required by the Engineer under the Contract Documents, Contractor shall furnish certified copies of such mill tests.
- 7.3 Where shop equipment performance tests are specified, the Engineer shall be permitted to witness such tests. In the absence of a witnessed test, certified copies

of shop tests shall be submitted at the discretion of the Engineer. Cost of Engineer's services in this test will be borne by the Owner.

- 7.4 No payment will be made to the Contractor for samples taken for tests such as concrete cylinders, etc., where testing is required by the Contract Documents.

8. SUBSTITUTIONS

- 8.1 The Contract is based on the materials, equipment, and methods described in the Contract Documents.

- 8.2 The Owner, through the Engineer, will consider proposals for substitution of materials, equipment, and methods only when such proposals are accompanied by full and complete technical data and all other information required to evaluate the proposed substitution.

- 8.3 The Contractor shall not substitute materials, equipment, or methods unless such substitution has been specifically approved for this project by the Engineer.

9. PATENTS

- 9.1 License and/or royalty fees for the use of a process which is authorized by the Owner of the project must be reasonable and paid to the holder of the patent, or his authorized licensee, directly by the Owner and not by or through the Contractor.

10. SURVEYS, PERMITS, REGULATIONS

- 10.1 The baseline and benchmark, if applicable, are indicated on the Drawings. The Contractor shall be responsible for all surveying required for laying out and constructing the Work.

- 10.2 The Contractor shall procure all permits and licenses, pay all charges or fees, and give all notices necessary for the completion of the work.

11. PROTECTION OF WORK, PROPERTY AND PERSONS

- 11.1 In order to protect the lives and health of his employees under the Contract, the Contractor shall comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on work under the Contract.

- 11.2 The Contractor alone shall be responsible for the safety, efficiency, and adequacy of his plant, appliances and methods, and for any damage which may result from their failure or their improper construction, maintenance, or operation.

- 11.3 The Contractor shall, at his own expense, shore up and protect any buildings, bridges, or other public or private structures which may be encountered or endangered in the prosecution of the work, and that may not be otherwise provided for, and he shall repair and make good any damages to such property by reason of his operations. All existing fences which were removed by the Contractor due to prosecution of the work shall be replaced by the Contractor. No extra payment will be made for said work or materials.
- 11.4 Contractor shall repair or replace at his own expense any existing water pipes, power and communication lines, or other public utilities, roads, drain pipes, sewers, drainage ditches and all plantings (including grass) that are damaged during construction. The site shall be left in its present condition after all cleanup work has been done. Any damage to drainage or water pipes, local sewers, or plantings (including grass, utilities, roads, parking space, or other structures) shall be repaired and replaced immediately in the condition found. Such repairs and replacement shall be at the expense of the Contractor.
- 11.5 Contractor shall preserve all governmental markers (e.g. U.S.G.S., T.V.A., etc.), and none such will be removed or disturbed without prior approval of the Engineer. Any removal and replacement of such markers shall be at the expense of the Contractor.
- 11.6 The Contractor shall employ watchmen on the work as necessary to protect the work from damage, vandalism, etc., and shall, when necessary, erect and maintain such strong and suitable barriers and such lights as will effectually prevent the happening of any accident to health, limb or property. Lights shall be maintained between the hours of one-half hour before sunset and one-half hour after sunrise.
- 11.7 Contractor will be required, at his own expense, to do everything necessary to support, protect and sustain all sewer, water or gas pipe; service pipes; electric lights; power, telephone, or telegraph poles; conduits; and other fixtures laid across or along the site of the work. The Engineer, as well as the company or the corporation owning said poles, pipes or conduits, must be notified by the Contractor before any such fixtures are removed or molested. In case any of the said sewer, gas, or water pipes; service pipes; electric lights; power, telephone or telegraph poles; conduits; or other fixtures are damaged, they shall be repaired by the authorities having control of the same, and the expense of said repairs shall be deducted from the monies due or to become due the Contractor under this Contract.
- 11.8 Should it become necessary to temporarily change the position or remove any poles, electric conduits, water pipes, gas pipes, or other pipes or wires, the Contractor shall notify the Engineer and company or the corporation owning said poles, pipes or conduits of the location and circumstances, and shall cease work if necessary until satisfactory arrangements have been made by the owners of the said poles, pipes, conduits, or wires to properly care for the same. No claims for damages will be allowed on account of any delay occasioned thereby. The entire cost of such temporary changes or removal must be included in the unit or lump sum prices bid for the various items of work under this Contract.
- 11.9 In the event of temporary suspension of work, or during inclement weather, or whenever the Engineer shall direct, the Contractor will, and will cause his subcontractors to protect carefully his and their work and materials against damage or injury from the weather. If, in the opinion of the Engineer, any work or materials

shall have been damaged or injured by reason of failure on the part of the Contractor or any of his subcontractors to so protect the work, such materials shall be removed and replaced at the expense of the Contractor.

- 11.10 Before, during, and after installation, the Contractor shall furnish and maintain satisfactory protection to all equipment against injury by weather, flood or breakage, thereby permitting the work to be left in a perfect condition at the completion of the contract. No extra payment will be made for this work but the entire cost of the same shall be included in the price bid for the construction of the work done under this contract.
- 11.11 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 strictly conform with the manufacturer's instructions.
- 11.12 Reasonable care shall be taken during construction to avoid damage to vegetation. Ornamental shrubbery and tree branches shall be temporarily tied back, where appropriate, to minimize damage. Trees which receive damage to branches shall be trimmed of those branches to improve the appearance of the tree. Tree trunks receiving damage from equipment shall be treated with a tree dressing.

12. SUPERVISION BY CONTRACTOR

- 12.1 It is understood that the Contractor's representative shall be one who can be continued in that capacity for the particular job involved unless he ceases to be on the Contractor's payroll.

13. CHANGES IN THE WORK

- 13.1 All Change Orders, including a change in technical design or an increase in cost, must be approved by the Owner, the Engineer and those governmental agencies whose approval is required.
- 13.2 Before executing any Change Order involving adjustment of the contract price, where necessary and desirable, the Contractor shall first obtain the consent of his surety.
- 13.3 No claim for extra work or cost shall be allowed unless the same was done in pursuance of a written order of the Engineer approved by the Owner. When the work is performed under the terms of the General Conditions, the Contractor shall furnish satisfactory bills, payrolls, and vouchers covering all items of cost and when requested by the Owner, give the Owner access to accounts relating thereto.
- 13.4 The location of utility lines, pavements, and other appurtenant construction shown on the Drawings may be raised or lowered, may be moved from one location to another, or may be lengthened or shortened by the Owner because of clearances needed, easement changes, design changes, or any other reason. In such case, the Contractor shall be entitled to payment for the work based on the unit prices shown in the Bid Schedule. No additional payment will be allowed because of such

changes unless the Contractor notifies the Owner in writing prior to commencing that portion of the work and an appropriate change order is prepared.

- 13.5 If additional time is requested on account of a change in the work, the documentation of the basis for the requested time shall include a detailed justification and calculation relating the time extension to the project schedule and critical path. Any time extensions claimed for abnormal weather must be supported by historical weather records for the period in question. Generally, for changes that do not directly affect work elements on the critical path of the project, additional time will be granted only in proportion to the cost of the change over the original contract price.
- 13.6 Failure to submit the written notice or failure to document the basis for the change in contract price or time within the times specified shall bar the Contractor from all future claims for a change in contract price or an extension of time on account of the change.
- 13.7 Changes in contract price will not be granted in connection with so-called "Acts of God" or nature (i.e., floods, storms, earthquakes, etc.).

14. CHANGES IN CONTRACT PRICE

- 14.1 For any change in contract price, the Contractor shall submit a detailed price breakdown sufficient to permit analysis of all material, labor, equipment, subcontract, and overhead costs, as well as profit, regardless of whether the change is an increase or a decrease in price. Any amounts claimed by subcontractors must be supported by a similar price breakdown.
- 14.2 The change in contract price shall be deemed to cover all costs, overhead, and profit attributable to the change, including any delays or impacts related thereto. There will be no reservation of rights for future or further increases in contract price in connection with a particular change.

15. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 15.1 The said amount is fixed and agreed upon by and between the Contractor and the Owner because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages the Owner would in such event sustain, and said amount is agreed to be the amount of damages which the Owner would sustain, and said amount shall be retained from time to time by the Owner from current periodic estimates.
- 15.2 The Owner will suffer financial loss if the project is not "substantially completed" on the date set forth in the Contract Documents. The Contractor and his Surety shall be liable for and shall pay to the Owner the sums stipulated in the Bid or Contract as fixed, agreed, and liquidated damages for each calendar day of delay until the project is "substantially completed."

16. CORRECTION OF WORK

16.1 If, in the opinion of the Engineer, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor hereunder shall be reduced by such amount as, in the judgment of the Engineer, shall be equitable.

17. SUBSURFACE CONDITIONS

17.1 Owner and Engineer make no representations or guarantee, either expressed or implied, about any subsurface conditions that may be encountered within the scope of the project. The Contractor should satisfy himself/herself by on-site inspections, core-drillings or other methods of the subsurface conditions that may be encountered. The risk of encountering and correcting such subsurface conditions shall be borne solely by the Contractor, and the Contract price shall include the cost of performing the work complete-in-place.

17.2 The Engineer may have made certain subsurface explorations in the vicinity of the work to be constructed under this Contract. These borings were made only for the Engineer's information in designing the project. Copies of these logs of borings and their locations will be provided to prospective Bidders upon request. These logs of borings are furnished only as information to Bidders for whatever interpretation and use they desire to make of conditions found when the borings were made. The Owner and Engineer do not warrant that the same conditions exist between borings and the Bidder shall satisfy himself as to the nature of the subsurface conditions throughout the project. If the Bidder wishes to make borings at any location, he shall be afforded the opportunity to do so. Cost of such borings shall be at the Bidder's expense.

18. SUSPENSION OF WORK, TERMINATION, AND DELAY

18.1 In the event a portion of the work is delayed or interrupted, the Contractor shall continue to prosecute those portions of the work unaffected by the delay or interruption.

18.2 In the event of a delay or interruption in the work, the Contractor shall make reasonable and appropriate adjustments in his job site resources (manpower and equipment) to minimize the overall cost impact of the delay or interruption.

18.3 In the event of a delay or interruption in the work due to the failure of the Owner or Engineer to act within the time specified in the Contract Documents, or if no time is specified, within a reasonable time, the Contractor shall so notify the Engineer in writing immediately upon becoming aware of the delay. The Contractor shall submit a detailed justification for any claim for adjustment in contract price or extension in contract time on account of the delay or interruption as soon as the price or time impact can be quantified, but in no case later than 30 days following the end of the delay or interruption. Failure to submit the written notification or the justification within the time specified shall bar the Contractor from all future claims for adjustment in contract price or time on account of the delay.

19. PAYMENTS TO CONTRACTOR

19.1 No separate payment will be made for any items specified in the General Conditions or Supplemental General Conditions. Payments for such items shall be included in the unit price and lump sum prices bid by the Contractor for items listed in the Bid Schedule.

20. ACCEPTANCE OF FINAL PAYMENT AS RELEASE

(RESERVED)

21. INSURANCE

21.1 Each insurance policy shall be renewed at least 30 days before the expiration date thereof.

21.2 Insurance must be carried by a recognized insurance company licensed to do business in the state in which the project is constructed and approved by the Owner's Attorney.

21.3 The Contractor's and his Subcontractor's Public Liability and Property Damage Insurance shall provide protection in the amounts specified in Paragraph 21.3.1 of the General Conditions and as further specified in the Special Conditions (if included) against the following special hazards:

Blasting damage

Damage to existing structures

Damage to private driveways, walks, shrubbery, plantings, etc.

Damage to public utilities, electric, water, telephone, gas, sewerage, etc.

Damage to U.S. Government markers.

21.4 The Contractor shall not commence work under this Contract until he has obtained all the insurance required and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until the insurance required of the subcontractor has been so obtained and approved.

21.5 In the event any insurance coverage should be canceled or allowed to lapse, Contractor will not be permitted to work until adequate and satisfactory insurance is in effect. Failure to keep insurance policies in effect WILL NOT be cause for any claims for extension of time under this Contract.

21.6 Limits of liability for general public liability and property damage insurance shall not be less than:

Bodily Injury	\$1,000,000	each person
	1,000,000	each occurrence
Property Damage	\$ 500,000	each occurrence
	500,000	aggregate

21.7 Limits of liability for comprehensive motor vehicle liability and property damage insurance.

Bodily Injury	\$1,000,000 each person 1,000,000 each occurrence
Property Damage	\$ 250,000 each occurrence

21.8 The Contractor shall provide builder's risk insurance to protect the Contractor and the Owner against risks of damage to buildings, structures, materials, and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall be not less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance. If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the installation floater insurance fully covers the work.

21.9 The Contractor shall provide installation floater insurance to protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials, products and equipment not otherwise covered under builder's risk insurance while in warehouses or storage areas, during installation, during testing, and after the work is completed. Equipment such as pumps, motors, engine-generators, compressors, process equipment, switchgear, transformers, panel boards, control equipment, and other similar equipment shall be insured under installation floater insurance when the aggregate value of the equipment exceeds \$10,000.

21.10 If the work does not include the construction of building structures or installation of equipment, the builder's risk insurance and installation floater insurance may be omitted.

22. CONTRACT SECURITY

22.1 A Payment Bond in the amount of 100 percent of the contract price and a Performance Bond in the amount of 100 percent of the contract price shall be required in the form set forth in the Contract Documents.

23. ASSIGNMENTS

23.1 In case the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause substantially to the effect that it is agreed that the right of the assignee in and to any monies due or to become due to the Contractor shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this contract.

24. INDEMNIFICATION

(RESERVED)

25. SEPARATE CONTRACTS

(RESERVED)

26. SUBCONTRACTING

- 26.1 The Contractor shall not award any work to any Subcontractor without prior written approval of the Owner, which approval will not be given until the Contractor submits to the Owner a written statement concerning the proposed award to the Subcontractor, which statement shall contain such information as the Owner may require.

27. ENGINEER'S AUTHORITY

- 27.1 The Engineer may appoint such resident project representatives as he may desire. Scope of the resident project representative's authority will extend to all parts of the work and to the preparation and manufacture of the materials to be used. A resident project representative is placed on the work to keep the Engineer and Owner informed as to the progress of construction and the manner in which it is being done and also to call to the attention of the Contractor any deviation from the Drawings and Specifications.
- 27.2 The resident project representatives have the authority to reject defective material or work that is being improperly done subject to the final decision of the Engineer. The resident project representatives are not authorized to revoke, alter, enlarge, or relax the provisions of these conditions, nor are they authorized to approve or accept any portion of the completed work, or to issue instructions contrary to the Drawings and Specifications.
- 27.3 The Contractor may request written instructions from the Engineer upon any important items which lie within the resident project representative's jurisdiction.

28. LAND AND RIGHTS-OF-WAY

- 28.1 In the event all land and rights-of-way have not been obtained as herein contemplated before construction begins, the Contractor shall begin the work upon such land and rights-of-way as the Owner may have previously acquired, and no claim for damages whatsoever will be allowed by reason of the delay in obtaining the remaining land and rights-of-way. Should the Owner be prevented or enjoined from proceeding with the work, or from authorizing its prosecution, either before or after the commencement, by reason of any litigation, or by reason of its inability to procure any lands or rights-of-way for the work, the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, or to withdraw from the Contract except by consent of the Owner; but time for completion of the work will be extended to such time as the Owner determines will compensate for the time lost by such delay such determination to be set forth in writing.

29. GUARANTY
(RESERVED)

30. DISPUTES
(RESERVED)

31. TAXES
(RESERVED)

32. CONFLICTING CONDITIONS

32.1 Any provision in any of the Contract Documents which may be in conflict or inconsistent with any of the paragraphs in the General Conditions or the Federal Regulations shall be void to the extent of such conflict or inconsistency except if when and as clarified by the Supplemental General Conditions. Interpretations of any conflicts not clarified may be requested by the Contractor in writing to the Engineer. In the event of conflicts between funding agency documents, the more restrictive will apply.

32.2 In case of unresolved conflict between items of the Contract Documents, the following order of precedence shall govern, with the higher item taking precedence over a lower item:

- Contract (including Supplemental Agreements and Change Orders thereto)
- Addenda
- Bid Proposal
- Supplemental General Conditions
- General Conditions
- Specifications
- Governing Standard Specifications
- Schedules on Drawings
- Notes on Drawings
- Details on Drawings
- Large Scale Drawings
- Small Scale Drawings
- Dimensions Given in Figures
- Scaled Dimensions

32.3 In the event of any discrepancy between any drawing and the figure written thereon, the figures, unless obviously incorrect, shall be taken as correct.

33. REQUIRED PROVISIONS DEEMED INSERTED

33.1 Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any

such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion or correction.

34. PROHIBITED INTEREST

- 34.1 No member of or delegate to Congress, or resident commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.
- 34.2 No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, attorney, engineer or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this contract or in any part thereof, any material, supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

35. USE OF PREMISES AND REMOVAL OF DEBRIS

- 35.1 The Contractor expressly undertakes at his own expense:
- (a) To take every precaution against injuries to persons or damage to property;
 - (b) To store his apparatus, materials, supplies and equipment in such orderly fashion at the site of the work as will not unduly interfere with the progress of his work or the work of any other contractors;
 - (c) To place upon the Work or any part thereof only such loads as are consistent with the safety of that portion of the Work;
 - (d) To clean up frequently all refuse, rubbish, scrap materials and debris caused by these operations, to the end that at all times the site of the Work shall present a neat, orderly and workmanlike appearance;
 - (e) Before final payment to remove all surplus material, false work, temporary structures, including foundations thereof, plant of any description and debris of every nature resulting from his operations, and to put the site in a neat, orderly condition;
 - (f) To effect all cutting, fitting or patching of his work required to make the same to conform to the Drawings and Specifications and, except with the consent of the Engineer, not to cut or otherwise alter the work of any other contractor.

36. ESTIMATE OF QUANTITIES

36.1 Wherever the estimated quantities of work to be done and materials to be furnished under this Contract are shown in any of the Contract Documents including the proposal, they are given for use in comparing Bids, and the right is especially reserved except as herein otherwise specifically limited, to increase or diminish them as may be deemed reasonably necessary or desirable by the Owner to complete the Work contemplated by this Contract, and such increase or decrease shall in no way nullify this Contract, nor shall any such increase or decrease give cause for claims or liability for damages.

37. CONTRACTOR'S OBLIGATIONS

37.1 The Contractor shall in good workmanlike manner perform all work and furnish all supplies and materials, machinery, equipment, facilities and means, except as herein otherwise expressly specified, necessary or proper to perform and complete the Work required by this Contract, within the time herein specified, in accordance with the provisions of this Contract and said Specifications and in accordance with the Drawings covered by this Contract and all supplemental drawings, and in accordance with the directions of the Engineer as given from time to time during the progress of the Work. He shall furnish, erect, maintain and remove such construction plant and such temporary works as may be required. The Contractor shall observe, comply with and be subject to all terms, conditions, requirements, and limitations of the Contract and Specifications and shall do, carry on, and complete the entire work to the satisfaction of the Engineer and the Owner.

37.2 The Contractor shall restore disturbed areas to original or better condition.

37.3 When work performed under this Contract is in areas where easements and working agreements have been obtained by the Owner on private properties, it shall be the responsibility of the Contractor to protect trees, shrubs, gardens, etc., insomuch as is possible and to restore said properties to the satisfaction of the property owners, said protection and restoration shall include but not be limited to the fencing off of trees and shrubs, transplanting of trees and shrubs, etc., replacing topsoil removed with topsoil of equal or better quality, regrassing, and replacing fences. All expenses for said protection and restoration shall be borne by the Contractor, and no separate payment shall be made for this work.

37.4 When work is done on private property in easements and working agreements obtained by the Owner, the Contractor shall furnish affidavits from the property owners attesting to the fact that their property has been satisfactorily restored before that portion of the work will be considered for final payment.

38. PAYMENTS BY CONTRACTOR

38.1 The Contractor shall pay (a) for all transportation and utility services not later than the 20th day of the calendar month following that in which services are rendered, (b) for all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the Project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the Work in or on which such materials, tools, and

equipment are incorporated or used, and (c) to each of his subcontractors, not later than the 5th day following each payment to the Contractor, the respective amounts allowed the Contractor on account of the work performed by his subcontractors to the extent of each subcontractor's interest therein.

39. INFORMATION TO BE FURNISHED

39.1 Contractor shall fill out all questionnaire forms completely in preparing his Bid and after award shall supply to the Engineer all pertinent information required.

40. WAIVER

40.1 It is expressly understood and agreed that any waiver granted by the Engineer or the Owner of any term, provision or covenant of this Contract shall not constitute a precedent nor breach of the same or any other terms, provisions or covenants of this Contract.

40.2 Neither the acceptance of the Work by the Owner nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the Owner of any claim which the Owner may have against the Contractor or surety under this Contract or otherwise.

41. CONNECTING OF EXISTING WORK

41.1 Contractor shall remove such existing masonry and piping as is necessary in order to make the proper connections to these structures at the locations shown. Also, he shall make the necessary pipeline, roadway, and other connections at the several points in order that on completion of the Contract, all required flows may flow through the several pipelines and structures. No extra payment shall be made for this work, but the entire cost of the same shall be included in the price bid for the various items of the Work to be done under this Contract.

42. PROGRAM AND METHOD OF CONSTRUCTION

42.1 The order or sequence of execution of the Work and the general arrangements of the construction plant to be installed shall at all times be subject to the review of the Engineer. If at any time before the commencement or during the progress of the Work, or any part of it, such features, and appliances used or to be used appear to the Engineer as insufficient, or improper, he may order the Contractor to improve their character, and the Contractor shall conform to such orders, but the failure of the Engineer to demand any increase of safety, efficiency, adequacy, or any improvement shall not release the Contractor from his obligation to secure the safe conduct and quality of the Work specified.

43. BUILDINGS AND SHANTIES

43.1 No shanties, camps, or buildings for the housing of men employed on the Work shall be erected on land owned or leased by the Owner unless a permit, in writing, is

secured from the Owner allowing their construction. Should permission be asked and granted, the Contractor must comply with all regulations regarding the construction and maintenance of such buildings.

44. "OR EQUAL" CLAUSE

- 44.1 Any reference to an item of equipment or material by a specific manufacturer's brand or trade name in these Contract Documents is intended merely as a standard. Products or materials of other manufacturers which, in the opinion of the Engineer, are the equal of that specified considering quality, workmanship, and economy of operation and are suitable for the purpose intended, will be accepted.
- 44.2 Where the phrase "or equal" occurs in the Contract Documents, the Contractor shall not assume that materials, equipment, or methods will be approved by the Engineer unless the item has been specifically approved for this project by the Engineer.
- 44.3 The decision of the Engineer shall be final.
- 44.4 The Contractor shall provide all data required by the Engineer to verify the equality of items which the Contractor may wish to substitute for the specified items.
- 44.5 The Contractor shall verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the project.
- 44.6 In the event specified items will not be so available, the Contractor shall notify the Engineer prior to receipt of bids.
- 44.7 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back charged as necessary and shall not be borne by the Owner.
- 44.8 In cases where experience clauses are used, an alternate bond or cash deposit may be accepted from manufacturers which do not meet the specified experience period. The bond or cash deposit provided by the manufacturer or supplier will guarantee replacement of the equipment or process in the event of failure or unsatisfactory service. The period of time for which the bond or cash deposit is required shall be the same as the experience period of the time specified.

45. CONSTRUCTION METHODS AND PROTECTION OF PROPERTIES

- 45.1 Cooperation with Utilities - The Contractor shall be cooperative at all times with all utilities, or their duly authorized agent or contractor, installing or connecting new services and shall coordinate all phases of the work with said utilities to avoid unnecessary delays or complications.
- 45.2 Damage to Property
 - (a) The Contractor is warned to prevent excessive dust or air pollution that may disfigure or soil any public or private facilities. The use of water sprinklers or other approved devices to reduce dust will be necessary if such is the case. Additionally, in cases of heavy rains or storms, every effort shall be made to

prevent mud or water which may result due to the construction from accumulating on or damaging any property or any private owner.

- (b) Contractor shall use special care in working in areas where the right-of-way crosses private property. Contractor shall also replace, at his/her own expense, any existing water pipes, power lines, communication lines, or other public utilities, roads, drain pipes, sewers, drainage ditches, and all plantings including grass and/or sod on private property. The site shall be left in its present condition after all cleanup work has been done. Any damage to drainage pipes, water pipes, local sewers, plantings (including grass and/or sod), utilities, roads, parking space, or other structures shall be repaired and replaced immediately in the condition found. Such repairs and replacement shall be at the expense of the Contractor.

45.3 Existing Sanitary, Combined and/or Storm Sewers

- (a) Whenever existing sewers are broken or damaged as a result of traffic or excavation by the Contractor, the maintenance, replacement, and/or repairs to the damaged existing sanitary, combined, and/or storm sewer shall be the Contractor's responsibility, except as otherwise provided for on the Drawings and in the Contract Documents, or as authorized by the Engineer, and the expense of maintaining, repairing, replacing, or connecting to existing sewers shall be borne by the Contractor.
- (b) No separate payment will be made for handling sewage from existing sewers or interrupted connections, since it shall be the responsibility of the Contractor to maintain services until such time as the proposed or relocated sewers can be constructed. If the Contractor should damage any existing sewer, such that it affects the public interest, health, or general welfare, the Contractor shall replace or repair that sewer at his/her own expense as directed by the Engineer.
- (c) Contractor shall make all connections to existing sewerage facilities as shown on the Drawings.

46. SEWAGE, SURFACE, AND FLOOD FLOWS

- 46.1 The Contractor shall furnish all the necessary equipment, shall take all necessary precautions and shall assume the entire cost of handling any sewage, seepage, storm, surface, and flood flows which may be encountered at any time during the construction of the Work. The manner of providing for these flows shall meet the approval of the Engineer, and the entire cost of said work shall be included in prices bid for the various items of the Work to be done under this Contract.
- 46.2 The Contractor will minimize siltation and bank erosion during construction.
- 46.3 During the period of construction the Contractor shall cooperate with the Owner's employees in maintaining all existing collection, pumping, and treatment facilities in operation. The cost of any temporary conveyances or bypass pumping shall be included in the price bid for other items of work under this Contract, as no separate payment will be made.

46.4 The Contractor shall not discharge or allow discharge of pollutants, as defined in the Clean Water Act, including fill and sediment, into waters of the State or United States, including wetlands, unless authorized by an appropriate State or Federal permit. This prohibition specifically applies to silt and sediment in storm water runoff and in water pumped from trenches and excavations.

46.5 In the event that pollutants are discharged or otherwise released to the environment as the result of the Contractor's negligence or unlawful conduct, it is understood and agreed that the Contractor shall bear all risks associated with such release(s), shall indemnify the Owner and the Engineer from any liabilities resulting from the release(s), and shall not make any claim for additional compensation for delays or damage resulting from such release(s).

47. OBSTRUCTIONS ENCOUNTERED

47.1 In addition to showing the structures to be built under this Contract, the Drawings show certain information obtained by the Owner regarding the pipelines and other structures which exist along the site of the Work, both at and below the surface of the ground. The Owner expressly disclaims any responsibility for the accuracy or completeness of the information given on the Drawings with regard to existing structures and pipelines, and the Contractor will not be entitled to any extra compensation on account of inaccuracy or incompleteness of such information, said structures and pipelines being shown only for the convenience of the Contractor who must verify the information to his own satisfaction. The giving of this information upon the Drawings will not relieve the Contractor of his obligations to support and protect all pipelines and other structures which may be encountered during the construction of the work and to make good all damages done to such pipelines and structures as provided in these Supplemental General Conditions.

48. USE OF STREETS

48.1 During the progress of the Work, the Contractor shall make ample provision for both vehicular and foot traffic on any public road, and shall indemnify and save harmless the Owner from any expense whatsoever due to his operations over said roadways. The Contractor shall also provide free access to all fire hydrants, water and gas valves located along the line of his work. Gutters and waterways must be kept open or other provisions made for the removal of storm water. Street intersections may be blocked only one-half at a time, and the Contractor shall lay and maintain temporary driveways, bridges and crossings such as in the opinion of the Engineer are necessary to reasonably accommodate the public and to provide access to needed private driveways. In the event of the Contractor's failure to comply with these provisions, the Owner may cause the same to be done and will deduct the cost of such work from any monies due or to become due the Contractor under this Contract, but the performance of such work by the Owner or at its insistence shall serve in no way to release the Contractor from his general or particular liability for the safety of the public or the Work.

48.2 Required line crossings of all streets and roads shall be done in accordance with the applicable state Department of Transportation procedures.

48.3 Contractor will be permitted to close a street when necessary for the proper prosecution of the work. The Contractor shall keep the Police and Fire Department continuously informed as to his intentions to close streets and give the Police Department sufficient notice in order that "No Parking" signs may be placed at the proper time to clear the street for construction.

48.4 The Contractor shall maintain property barricades and flagmen to detour traffic.

48.5 At all times the Contractor is responsible for damage to city and county streets as a result of their use in this project. The streets must be kept clear of all dirt, stone, or other debris. All debris, dirt, etc., whether caused by rains, storms, spillage from trucks or otherwise, shall be kept out of sewers. The Contractor is responsible for and may not plead ignorance of city and county ordinances and amendments thereto that may affect this use of streets or sewers.

49. CONSULTING AND RESIDENT OBSERVATION SERVICES DURING CONSTRUCTION

49.1 In providing the Owner with consulting services and resident project representation during construction, the Engineers and their employees do not assume any duty to supervise construction means or methods and safety procedures followed by any contractor, subcontractor and/or their respective employees or to any other person; nor for any public liability or for property damage caused through acts of the Contractor, subcontractor and/or their respective employees or any other person.

50. SAFETY AND HEALTH REGULATIONS

50.1 The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54).

50.2 Contractor shall allow free access to any Department of Labor Representative for inspection purposes.

51. ACCESS BY REPRESENTATIVES OF GOVERNMENTAL AGENCIES

51.1 The authorized representatives and agents of all governmental agencies involved in this project shall have access to the work at all times and shall be permitted to inspect all work, materials, payrolls, records of personnel, invoices of materials, and other relevant data and records. Contractor shall provide proper facilities for the access and inspection of the work by such persons.

52. LOCAL AND STATE LAWS

52.1 The Contractor shall abide by all local and State laws or ordinances to the extent that such requirements do not conflict with Federal laws or regulations.

53. NEW JOB OPPORTUNITIES (WHERE REQUIRED BY FUNDING AGENCY ONLY)

53.1 The Contractor shall:

- (a) To the maximum extent practicable, follow hiring and employment practices which will assure that performance of the Work results in new job opportunities for the unemployed and the underemployed; and
- (b) Insert or cause to be inserted the same or similar provisions in each construction subcontract.

54. CONSTRUCTION RESTRICTIONS

- 54.1 Heavy construction machinery shall not be used within 500 feet of residential areas between the hours of 10:00 p.m. and 7:30 a.m.
- 54.2 No blasting or drilling shall be performed within 500 feet of residential areas between the hours of 10:00 p.m. and 7:30 a.m.

55. LEAD BASE PAINT AND JOINT SEALERS

- 55.1 No lead-based paints, protective coatings or joint sealers may be used on this project.

56. SUSPENSION AND RESUMPTION OF CONTRACT

- 56.1 Pursuant to the conditions as set out in the Specifications for hot asphaltic concrete binder and surface courses with particular reference to the limitations or temperature and weather conditions, the Owner may at its option and upon written notice, suspend the Contract over the winter and bad weather months. The Contract may then be resumed when weather conditions will permit the application of the above pavement, at the discretion of the Engineer. The notice to resume said contract shall be in writing. The suspended period will in no way be counted against the Contractor's allotted time to do the entire work.
- 56.2 This provision does not relieve the Contractor of the responsibility to maintain existing work already completed or any other responsibilities of the Contract; nor shall the Contractor, upon the basis of this fair notice herein; be eligible to make claim for or receive any damages for loss of overhead, plant expense, or anticipated profits, nor any other expenses incurred due to delay.

57. ABANDONMENT OR TERMINATION OF CONTRACT

- 57.1 For contracts over \$10,000, the Owner reserves the right to abandon the Contract if it will be in the Owner's best interest. The Contractor will be paid a fair payment, as negotiated with the Owner, for the work completed to date.

58. EVIDENCE OF PAYMENT

58.1 Contractor may be asked to present acceptable evidence from time to time that all bills have been paid for labor, materials, and equipment for which payment on account has been made in monthly estimates. Before final payment is made, Contractor shall, if required by the Owner, present sworn affidavit that all labor, materials, equipment, and service engaged for the work have been paid in full and that there are no outstanding debts or liens on any portions of the work.

59. ACCESSIBILITY OF RECORDS (PROJECTS WITH FEDERAL FUNDS ONLY)

59.1 The Owner, representatives of applicable federal agencies, the Comptroller General of the United States, or any of their duly authorized representatives, for a period of three years beyond completion of the Contract, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Project for the purpose of making audit, examination, excerpts, and transcriptions of contracts in excess of \$10,000.

60. WORK WEEK, OVERTIME PAY, SHOW-UP PAY, AND ON-CALL PAY

60.1 All work performed under this Contract shall be performed on a 40-hour work week basis and shall include not only the prime Contractor but any and all subcontractors. The 40-hour work week shall be established by the Contractor at the Preconstruction Conference. Any deviation from the established work week will be approved in advance in writing by the Owner. Any additional cost incurred by the Owner due to deviations from the established work week will be borne by the Contractor. The Contractor shall provide written acknowledgment that he will pay any overtime cost incurred by the Owner at the time of requesting an increase in the 40-hour work week.

60.2 The Contractor will be assessed for each hour of overtime incurred by the Engineer's field representative(s) as a result of extended work hours (i.e., a total of more than 40 hours per calendar week) by the Contractor or his subcontractors.

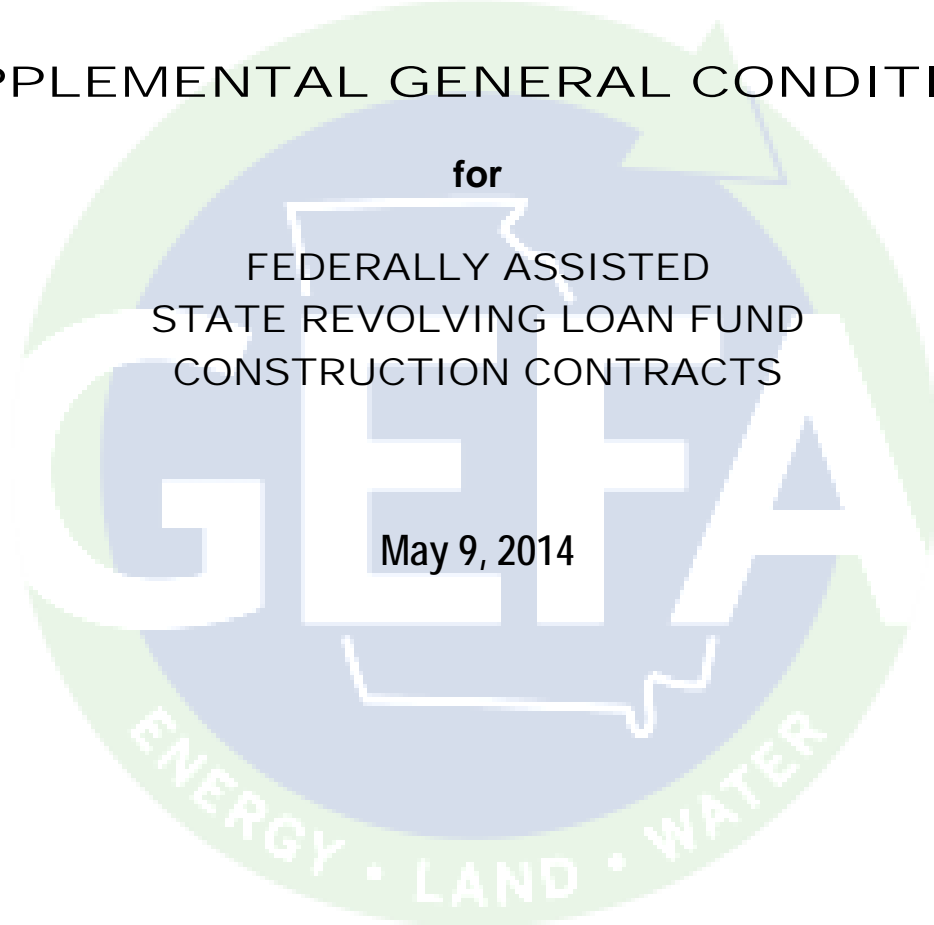
60.3 If the Contractor advises the Engineer's field representative(s) that he will work on a particular day and subsequently decides not to work and does not so advise the representative(s) before he departs for the job site, the Contractor will be assessed an amount equal to 2 hours of the representative's time for "show-up" pay plus round-trip travel time and mileage. Show-up pay will not be assessed in the event of inability to work due to unanticipated inclement weather.

60.4 If the Contractor requests that the Engineer's field representative(s) be available to work on a weekend or a holiday but does not actually commit to work, the Contractor will be assessed an amount equal to 2 hours of the representative's time for "on-call" pay for each day that the Contractor so requests.

60.5 The above assessments for field representative's overtime pay, show-up pay, and on-call pay will be deducted as a separate line item on the Contractor's next progress payment request. Unless otherwise stated, the Engineer's field representative's time will be assessed at \$60.00 per hour for regular time and \$90.00 per hour for overtime.

END OF SECTION

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY
SUPPLEMENTAL GENERAL CONDITIONS



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 in order for work to be funded with the State Revolving Fund.

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INSTRUCTIONS & 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 in order 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&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, & 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)
- 4) ***EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the Prime Contractor, how much the DBE subcontractor was paid, and any concerns the DBE subcontractor might have. The Prime Contractor must provide this form to each DBE subcontractor. The DBE subcontractor can, as an option, complete and submit this form to the GEFA DBE Coordinator, who will also forward the form to the EPA DBE Coordinator. (Page GEFA-11)
- 5) ***EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures the description of work to be performed by an intended DBE subcontractor and the price of the work. This form is to be provided by the Prime Contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page GEFA-12)
- 6) ***EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures intended or anticipated use of an identified DBE subcontractor by the Prime Contractor and the estimated dollar amount of the work. This form is to be completed by the Prime Contractor and submitted with the DBE Compliance Form. (Page GEFA-13)

* 6100 FORMS ARE NOT REQUIRED WHEN ALL OF THE WORK IS SELF-PERFORMED BY THE PRIME CONTRACTOR.

B. During the performance of the contract:

- 7) **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 in order for the affected subcontract work to be eligible for SRF funding. (Page GEFA-14)
- 8) **DBE Annual Report.** The Owner must submit this information to GEFA no later than October 20th of any year that the construction contract is active. (Page GEFA-15)
- 9) **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 Department of Labor form WH-347 or a similar form that contains all of the information on the Department of Labor.

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

Georgia Environmental Finance Authority
Attention: DBE Compliance Coordinator
233 Peachtree Street, N.E.
Harris Tower, Suite 900
Atlanta, Georgia 30303
(404)584-1000; (404)584-1069 (fax)
dbe_compliance@gefa.ga.gov

GEFA-3

DBE COMPLIANCE FORM

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 & email _____

Consulting Engineer contact _____

Consulting Engineer phone number & email _____

Proposed Prime Contractor _____

Prime Contractor contact _____

Prime Contractor phone number & 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

Please submit the following with the DBE Compliance Form:

- 1) 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.
- 2) Indicate in writing if no solicitations were made because the Prime Contractor intends to use only its own forces to accomplish the work.
- 3) 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.
- 4) Documentation of solicitation efforts for prospective DBE firms, such as fax confirmation sheets, copies of solicitation letters and e-mails, 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).
 - a. The Prime Contractor shall use the necessary resources to identify and directly solicit no less than 3 certified MBE firms and 3 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 3 potential certified MBE firms and 3 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.
 - b. The Prime Contractor is encouraged to follow-up each written, fax, or e-mail solicitation with at least 1 logged phone call.
 - c. Whenever possible, post solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- 5) Written justification for not selecting a certified DBE subcontractor that submitted a low bid for any subcontract area.
- 6) Certification By Proposed Prime Contractor or Subcontractor Regarding Equal Employment Opportunity (GEFA-9)
- 7) Certification By Proposed Prime or Subcontractor Regarding Debarment, Suspension, and Other Responsible Matters. (GEFA-10)
- 8) *EPA Form 6100-3 DBE Subcontractor Performance Form for all DBE subcontracts. (GEFA-12)
- 9) *EPA Form 6100-4 DBE Subcontractor Utilization Form for all DBE subcontracts. (GEFA-13)

*6100 forms are not required when all of the work is self-performed by the prime contractor.

END OF DBE COMPLIANCE FORM

GEFA-5

00 81 00-5



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 <i>(Not applicable if self-performing all work, with no subcontracting)</i>		

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&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, & 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)

4. **EPA Form 6100-2 DBE Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from Prime Contractor, how much the DBE subcontractor was paid, and any other concerns the DBE subcontractor might have. The Prime Contractor must provide this form to each DBE subcontractor. The DBE subcontractor can, as an option, submit this form to the GEFA DBE Coordinator, who will forward the form to the EPA DBE Coordinator. (Page GEFA-11)

5. **EPA Form 6100-3 DBE Subcontractor Performance Form.** This form captures an intended DBE subcontractor's description of work to be performed for the Prime Contractor and the price of the work. This form is to be provided by the Prime Contractor to each DBE subcontractor and submitted with the DBE Compliance Form. (Page GEFA-12)

6. **EPA Form 6100-4 DBE Subcontractor Utilization Form.** This form captures the Prime Contractor's intended use of an identified DBE subcontractor and the estimated dollar amount of the work. This form is to be completed by the Prime Contractor and submitted with the DBE Compliance Form (Page GEFA-13)

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 Department of Transportation (DOT), Small Business Administration (SBA), and the Minority Business Development Agency of the 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 in order 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 in order 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 e-mail solicitation with at least 1 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

http://tomcat2.dot.state.ga.us/ContractsAdministration/uploads/rptDBE_Directory_CA_New.pdf

City of Atlanta, Georgia
Office of Contract Compliance
(404) 330-6010

<http://pro.prismcompliance.com/>

DeKalb County, Georgia
Office of Purchasing and Contracting
(404) 371-4730

<http://www.co.dekalb.ga.us/purchasing/pdf/supplierList.pdf>

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

http://www.fultoncountyga.gov/plugins/content/external_links/frameset.php?url=http%3A%2F%2Fwww.occfultoncountyga.com%2FDirectory%2FMFBEDirectoryExternal.aspx

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

<http://www.itsmarta.com/vendor-opportunities.aspx>

United States Environmental Protection Agency
http://www.epa.gov/osbp/dbe_team.htm

Teree Henderson
National DBE Program Coordinator
(202) 566-2222

henderson.teree@epa.gov

Georgia Environmental Finance Authority
DBE Compliance Coordinator
(404) 584-1000

www.gefa.ga.gov

dbe_compliance@gefa.ga.gov

NOTES:

- (1) The Prime Contractor shall use the necessary resources to identify and directly solicit no less than 3 certified MBE firms and 3 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 3 potential certified MBE firms and 3 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 the GEFA DBE Compliance Coordinator at (404) 584-1000 or dbe_compliance@gefa.ga.gov for further assistance or resources.

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

Proposed Prime Contractor
Proposed Subcontractor

This certification is required pursuant to Executive Order 11246, Part II, Section 203 (b), (30 F.R. 12319-25). 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 & 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**

Proposed Prime Contractor
Proposed Subcontractor

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 40 CFR 32.510).

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 & 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:

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

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE¹ subcontractor² the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

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

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

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

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

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Performance Form

This form is intended to capture the DBE¹ subcontractor's² description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractors bid or proposal package.

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

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

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

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

Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE¹ subcontractors² and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

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

I have identified potential DBE certified subcontractors	___ YES	___ NO
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If yes, please complete the table below. If no, please explain:

Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue
on back
if needed

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

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.

Subcontractor Name::	Trade
Reason Terminated or Replaced	

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

New Subcontractor Name and Contact Person	Trade
Address	Telephone Number
Dollar Amount	DBE Status

- 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 233 Peachtree Street, N.E. Harris Tower, Suite 900 Atlanta, Georgia 30303 dbe_compliance@gefa.ga.gov		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 & 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 & 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 & ADDRESS of DBE (SUB)CONTRACTOR (indicate if MBE or WBE firm)		TOTAL DOLLAR AMOUNT PAID & 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.
- (c) 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.
- (d) 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 www.gaepd.org and www.gaswcc.georgia.gov for information regarding permits.
- (e) 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.
- (f) 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.
- (g) 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	4.0 percent
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Goals for female participation for each trade	4.0 percent
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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)

EEO Specifications:

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Program, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form, 941.
 - d. "Minority" includes:
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore, along with whatever actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trained programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7(b) above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations 7(a) through (p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7(a) through (p) of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes

a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

Davis-Bacon and Related Acts

Labor Standards Provisions for Federally Assisted Contracts

Contract Provision for Contracts in Excess of \$2,000.

(1) Minimum wages.

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

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

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, <http://www.dol.gov/whd/govcontracts/dbra.htm> (E-tools)

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

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), documentation of the action taken and the request, including the local wage determination shall be sent by the subrecipient (s) to the State award official. The State award official will transmit the request, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210 and to the EPA DB Regional Coordinator concurrently. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

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

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

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

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

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

(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the sub-grant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient or EPA. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly

payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/whd/forms> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

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

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

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

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

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

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

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

(4) Apprentices and trainees--

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

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In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

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

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

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

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

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

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the

meaning of this clause include disputes between the contractor (or any of its subcontractors) and Subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

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

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

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

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

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

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a)(1) of this section.

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

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

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

(5) Compliance Verification:

(a) The subrecipient shall periodically interview a sufficient number of employees entitled to DB prevailing wages (covered employees) to verify that contractors or subcontractors are paying the appropriate wage rates. As provided in 29 CFR 5.6(a)(6), all interviews must be conducted in confidence. The subrecipient must use Standard Form 1445 (SF 1445) or equivalent documentation to memorialize the interviews. Copies of the SF 1445 are available from EPA on request.

(b) The subrecipient shall establish and follow an interview schedule based on its assessment of the risks of noncompliance with DB posed by contractors or subcontractors and the duration of the contract or subcontract. At a minimum, the subrecipient should conduct interviews with a representative group of covered employees within two weeks of each contractor or subcontractor's submission of its initial weekly payroll data and two weeks prior to the estimated completion date for the contract or subcontract. Subrecipients must conduct more frequent interviews if the initial interviews or other information indicates that there is a risk that the contractor or subcontractor is not complying with DB. Subrecipients shall immediately conduct necessary interviews in response to an alleged violation of the prevailing wage requirements. All interviews shall be conducted in confidence.

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

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

(e) Subrecipients must provide a report of compliance to the Georgia Environmental Finance Authority detailing compliance efforts and results. This report will be submitted with or prior to the loan recipient's first request for funding of construction costs, prior to final disbursement of funds from the loan, and as requested by the GEFA during the project.

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

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:

http://www.eeoc.gov/employers/upload/eeoc_self_print_poster.pdf
(English)

http://www.eeoc.gov/employers/upload/eeoc_self_print_poster_spanish.pdf
(Spanish)

“EEO Is the Law” poster supplement is found at:

http://www.eeoc.gov/employers/upload/eeoc_gina_supplement.pdf
(English)

http://www.eeoc.gov/employers/upload/eeoc_gina_supplement_spanish.pdf
(Spanish)

OSHA poster is found at:

<http://www.osha.gov/Publications/osha3165low-res.pdf>
(English)

<http://www.osha.gov/Publications/osha3167.pdf>
(Spanish)

"General Decision Number: GA20240296 01/03/2025

Superseded General Decision Number: GA20230296

State: Georgia

Construction Type: Heavy

Heavy Construction, Includes Water and Sewer Lines, and Heavy Construction on Treatment Plant Sites and Industrial Sites (Refineries, Power Plants, Chemical and Manufacturing Plants, Paper Mills, Etc.)

Counties: Catoosa, Dade, Floyd and Walker Counties in Georgia.

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

CERTIFIED PAYROLL REVIEW CHECKLIST

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

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

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 4 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.

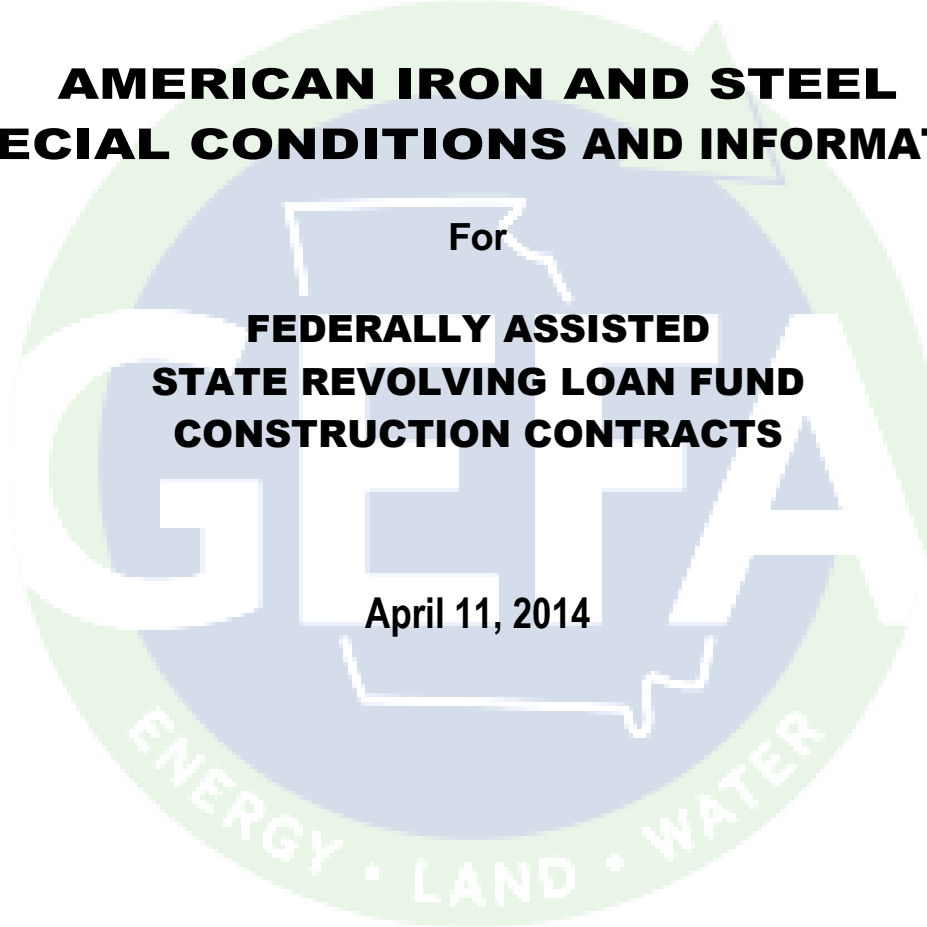
Compliance Review Checklist (for field reviews):

- _____ 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.

REVIEWED BY:	DATE
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GEORGIA ENVIRONMENTAL FINANCE AUTHORITY

AMERICAN IRON AND STEEL SPECIAL CONDITIONS AND INFORMATION



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.

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 COST
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

Total Permanent Materials \$10,000.00

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 COST COMPLIANT
OR CATEGORIES OF MATERIALS (Yes/No)
COVERED BY
DE MINIMIS WAIVER**

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

Total De Minimis Items \$500.00 Yes

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.

SECTION 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 SCOPE OF WORK

- A. The work described in these Contract Documents consists of furnishing, delivering, and installing all materials, equipment, and products for the construction of the Historic District Water and Stormwater System Improvements as shown on the Drawings.
- B. Furnish all materials, power, equipment, tools, labor, transportation, and other items necessary or convenient to the Contractor for the installation of the equipment, materials, and products specified or described in these Contract Documents and for the completion of all work to be performed by the Contractor as specified herein.

1.2 PROJECT COORDINATION

- A. The Contractor shall be responsible for project coordination, which includes but is not limited to the following:
 - 1. Work of employees and subcontractors under contract to him. Conduct work to ensure compliance with schedules.
 - 2. Submission of all invoices, progress schedules, progress reports, progress estimates, and other data needed in support of requests for payment.
 - 3. Product and equipment deliveries adequate to maintain the schedule of construction. Report noncompliance to Owner with a recommendation for remedy.
 - 4. Obtaining and use of all temporary structures, offices, storage sheds, and utilities.
 - 5. Obtaining any required building permits, special permits, and approvals from all authorities having jurisdiction.
 - 6. Testing laboratory activities associated with Contractor's scope of work.
 - 7. Check-out of systems and equipment and start-up operations.
 - 8. Work and operations between the Contractor and all trades in such a manner that no union labor dispute of jurisdiction arises regarding unloading, handling, installations, and connections to utilities and otherwise of the various items in the various trades.

1.3 BABBAA REQUIREMENTS

- 1. All products must meet BABBAA requirements.
- 2. Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacture is used in the bidding, a statement that Manufacturer will comply with BABAA must be included with the bid

submission. Contractor shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

3. Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.
4. Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.
5. For any change orders, Contractor shall provide BABAA documentation for any new products or materials required by the change.
6. Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor should ensure that Engineer/Architect has an approved Manufacturer's Certification or waiver prior to items being delivered to the project site.
7. By submitting an application for payment, based in whole or in part on furnishing equipment or materials, Contractor certifies that such equipment and materials, to contractor's knowledge, are compliant with BABAA requirements.
8. Federal Requirements section:

Domestic Preference: Iron and steel products, Manufactured Products, and Construction Materials used in this project comply with the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58.

1.4 SUBSTANTIAL COMPLETION

A. The work will not be considered to be fully functional and usable by the Owner for its intended purposes and will not be considered substantially complete until the following items are submitted.

1. Copies of specified inspection and test reports and certifications on materials.
2. Copies of written warranties on equipment and products in accordance with Section 01 78 36, Warranties and Bonds.

B. In addition to the above submissions, the work will not be considered to be fully functional and useful by the Owner for its intended purposes and will not be accepted as substantially complete until all of the following components and/or items have been completed:

1. Process and mechanical piping, valving, and manholes, including pressure and leak testing.
2. Plumbing.

3. Roadways, parking areas, and stone surfaces.
4. Drainage.
5. Slope protection and riprap.
6. The following items, unless waived in writing by the Owner due to inclement weather:
 - a. Finish grading.
 - b. Seeding and mulching.
 - c. Pavements and surface treatment.
 - d. Sidewalks.
 - e. Landscaping.

1.5 FINAL COMPLETION

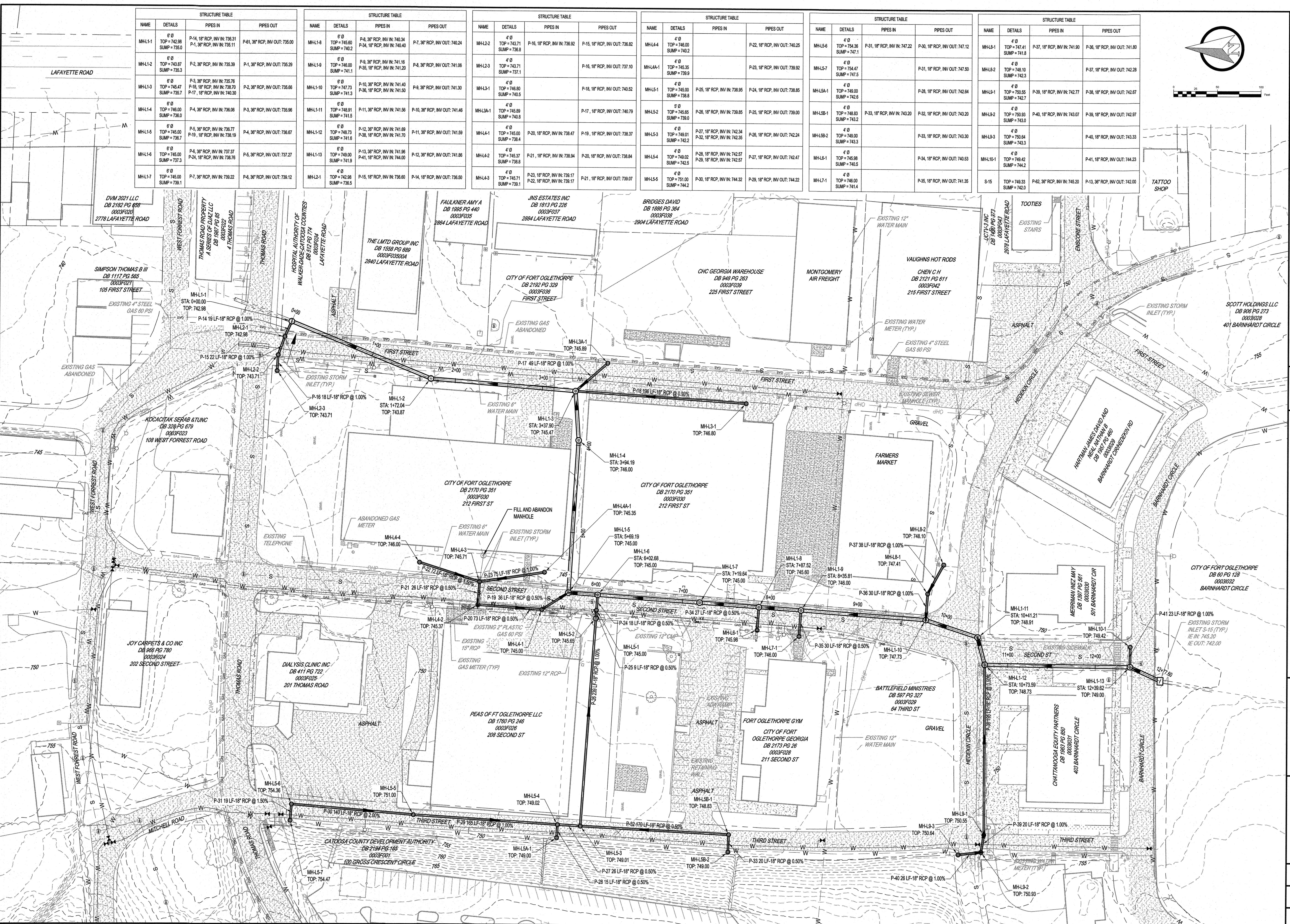
- A. The work under these Contract Documents will not be considered for final acceptance as complete until all of the following items have been completed or submitted:
 1. Any items not completed at the time of substantial completion, including all remaining punch list items.
 2. Final cleanup.
 3. Restoration of all disturbed or damaged properties.
 4. Executed project close-out documents included with the Contract Documents.
 5. Record drawings.
 6. As-built surveys, if required by the Specifications.

1.6 ACCEPTANCE AND START-UP OF OPERABLE COMPONENTS

- A. Because of the need to maintain operation during construction, it may be necessary to accept as substantially complete and start-up operable components of the project at various times prior to the completion and acceptance of the entire project.
- B. An "operable component" of the project, as used herein, shall mean a complete process subsystem capable of independent operation and shall include all associated structures, equipment, piping, controls, etc.
- C. Acceptance and start-up of operable components shall not relieve the Contractor of his obligation to substantially complete the project within the Contract Time.

END OF SECTION

DATE OF PRINT: 8/26/2025 9:39 AM
 CTI PROJECT: G24029-01, DRAWING: G24029-01, G24029 PROPOSED BASE, ESPC NOTES, PHASES, DRAIN, MAP & GSWCC CHECKLIST (8454556392/26/25 8:41AM), LAYOUT, C5



STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L1	6" Ø TOP = 742.98 SUMP = 735.0	P-14, 18" RCP, INV IN: 738.31 P-1, 36" RCP, INV IN: 735.11	P-61, 36" RCP, INV OUT: 735.00
MH-L2	6" Ø TOP = 743.87 SUMP = 735.3	P-2, 36" RCP, INV IN: 735.39	P-1, 36" RCP, INV OUT: 735.29
MH-L3	6" Ø TOP = 745.47 SUMP = 735.7	P-3, 36" RCP, INV IN: 735.76 P-18, 18" RCP, INV IN: 738.70 P-17, 18" RCP, INV IN: 740.30	P-2, 36" RCP, INV OUT: 735.69
MH-L4	6" Ø TOP = 746.00 SUMP = 736.0	P-4, 36" RCP, INV IN: 736.06	P-3, 36" RCP, INV OUT: 735.96
MH-L5	6" Ø TOP = 745.00 SUMP = 736.7	P-5, 36" RCP, INV IN: 736.77 P-19, 18" RCP, INV IN: 738.19	P-4, 36" RCP, INV OUT: 736.67
MH-L6	6" Ø TOP = 745.00 SUMP = 737.3	P-6, 36" RCP, INV IN: 737.37 P-24, 18" RCP, INV IN: 738.76	P-5, 36" RCP, INV OUT: 737.27
MH-L7	6" Ø TOP = 745.00 SUMP = 738.1	P-7, 36" RCP, INV IN: 738.22	P-6, 36" RCP, INV OUT: 738.12

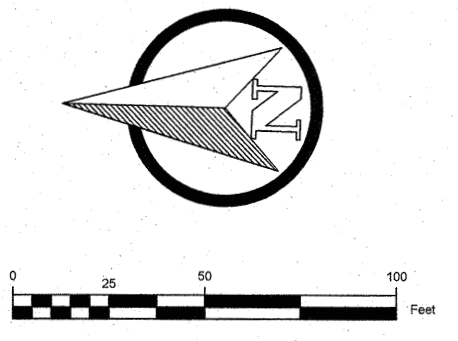
STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L8	6" Ø TOP = 745.80 SUMP = 740.2	P-8, 36" RCP, INV IN: 740.34 P-34, 18" RCP, INV IN: 740.40	P-7, 36" RCP, INV OUT: 740.24
MH-L9	6" Ø TOP = 747.00 SUMP = 741.1	P-9, 36" RCP, INV IN: 741.16 P-35, 18" RCP, INV IN: 741.20	P-8, 36" RCP, INV OUT: 741.06
MH-L10	6" Ø TOP = 747.73 SUMP = 741.3	P-10, 36" RCP, INV IN: 741.40 P-36, 18" RCP, INV IN: 741.50	P-9, 36" RCP, INV OUT: 741.30
MH-L11	6" Ø TOP = 748.31 SUMP = 741.5	P-11, 36" RCP, INV IN: 741.56 P-10, 36" RCP, INV IN: 741.46	P-10, 36" RCP, INV OUT: 741.46
MH-L12	6" Ø TOP = 748.73 SUMP = 741.6	P-12, 36" RCP, INV IN: 741.69 P-38, 18" RCP, INV IN: 741.70	P-11, 36" RCP, INV OUT: 741.59
MH-L13	6" Ø TOP = 749.00 SUMP = 741.9	P-13, 36" RCP, INV IN: 741.96 P-41, 18" RCP, INV IN: 744.00	P-12, 36" RCP, INV OUT: 741.86
MH-L14	6" Ø TOP = 749.28 SUMP = 738.5	P-15, 18" RCP, INV IN: 738.60 P-14, 18" RCP, INV IN: 738.50	P-14, 18" RCP, INV OUT: 738.50

STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L22	4" Ø TOP = 743.71 SUMP = 736.8	P-16, 18" RCP, INV IN: 736.92	P-15, 18" RCP, INV OUT: 736.82
MH-L23	4" Ø TOP = 743.71 SUMP = 737.1		P-16, 18" RCP, INV OUT: 737.10
MH-L31	4" Ø TOP = 746.80 SUMP = 740.5		P-18, 18" RCP, INV OUT: 740.52
MH-L3A-1	4" Ø TOP = 746.89 SUMP = 740.8		P-17, 18" RCP, INV OUT: 740.79
MH-L41	4" Ø TOP = 745.00 SUMP = 738.4	P-20, 18" RCP, INV IN: 738.47 P-19, 18" RCP, INV IN: 738.37	P-19, 18" RCP, INV OUT: 738.37
MH-L42	4" Ø TOP = 745.71 SUMP = 738.8	P-21, 18" RCP, INV IN: 738.94	P-20, 18" RCP, INV OUT: 738.84
MH-L43	4" Ø TOP = 745.71 SUMP = 739.7	P-23, 18" RCP, INV IN: 739.17 P-22, 18" RCP, INV IN: 739.17	P-21, 18" RCP, INV OUT: 739.07

STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L44	4" Ø TOP = 746.00 SUMP = 740.2		P-22, 18" RCP, INV OUT: 740.25
MH-L4A-1	4" Ø TOP = 745.35 SUMP = 739.9		P-23, 18" RCP, INV OUT: 739.92
MH-L51	4" Ø TOP = 745.00 SUMP = 738.8	P-25, 18" RCP, INV IN: 738.95	P-24, 18" RCP, INV OUT: 738.85
MH-L52	5" Ø TOP = 745.65 SUMP = 739.0	P-26, 18" RCP, INV IN: 739.65	P-25, 18" RCP, INV OUT: 739.00
MH-L53	4" Ø TOP = 749.01 SUMP = 742.2	P-27, 18" RCP, INV IN: 742.34 P-32, 18" RCP, INV IN: 742.35	P-28, 18" RCP, INV OUT: 742.24
MH-L54	4" Ø TOP = 745.98 SUMP = 740.5	P-28, 18" RCP, INV IN: 742.57 P-29, 18" RCP, INV IN: 742.57	P-27, 18" RCP, INV OUT: 742.47
MH-L55	4" Ø TOP = 751.00 SUMP = 744.2	P-30, 18" RCP, INV IN: 744.32	P-29, 18" RCP, INV OUT: 744.22

STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L56	4" Ø TOP = 754.36 SUMP = 747.1	P-31, 18" RCP, INV IN: 747.22	P-30, 18" RCP, INV OUT: 747.12
MH-L57	4" Ø TOP = 754.47 SUMP = 747.5		P-31, 18" RCP, INV OUT: 747.50
MH-L5A-1	4" Ø TOP = 749.00 SUMP = 742.6		P-28, 18" RCP, INV OUT: 742.64
MH-L5B-1	4" Ø TOP = 748.83 SUMP = 743.2	P-33, 18" RCP, INV IN: 743.20	P-32, 18" RCP, INV OUT: 743.20
MH-L5B-2	4" Ø TOP = 748.00 SUMP = 743.3		P-33, 18" RCP, INV OUT: 743.30
MH-L61	4" Ø TOP = 745.98 SUMP = 740.5		P-34, 18" RCP, INV OUT: 740.53
MH-L71	4" Ø TOP = 746.00 SUMP = 741.4		P-35, 18" RCP, INV OUT: 741.35

STRUCTURE TABLE			
NAME	DETAILS	PIPES IN	PIPES OUT
MH-L81	4" Ø TOP = 747.41 SUMP = 741.8	P-37, 18" RCP, INV IN: 741.90	P-36, 18" RCP, INV OUT: 741.80
MH-L82	4" Ø TOP = 748.10 SUMP = 742.3		P-37, 18" RCP, INV OUT: 742.28
MH-L91	4" Ø TOP = 750.55 SUMP = 742.7	P-38, 18" RCP, INV IN: 742.77	P-38, 18" RCP, INV OUT: 742.67
MH-L92	4" Ø TOP = 749.93 SUMP = 743.0	P-40, 18" RCP, INV IN: 743.07	P-39, 18" RCP, INV OUT: 742.97
MH-L93	4" Ø TOP = 750.64 SUMP = 743.3		P-40, 18" RCP, INV OUT: 743.33
MH-L101	4" Ø TOP = 749.42 SUMP = 744.2		P-41, 18" RCP, INV OUT: 744.23
S-15	TOP = 749.33 SUMP = 742.0	P-42, 36" RCP, INV IN: 745.20	P-13, 36" RCP, INV OUT: 742.00



**FORT OGLETHORPE, GEORGIA
 HISTORIC DISTRICT WATER AND
 STORMWATER SYSTEM IMPROVEMENTS
 GENERAL STORMWATER PLAN**

CTI ENGINEERS
 1122 RIVERFRONT PARKWAY
 CHATTANOOGA, TN 37402
 423-267-7613

REGISTERED PROFESSIONAL ENGINEER
 NO. 030578
 8/26/25
 DILLER R. SCHULTZ

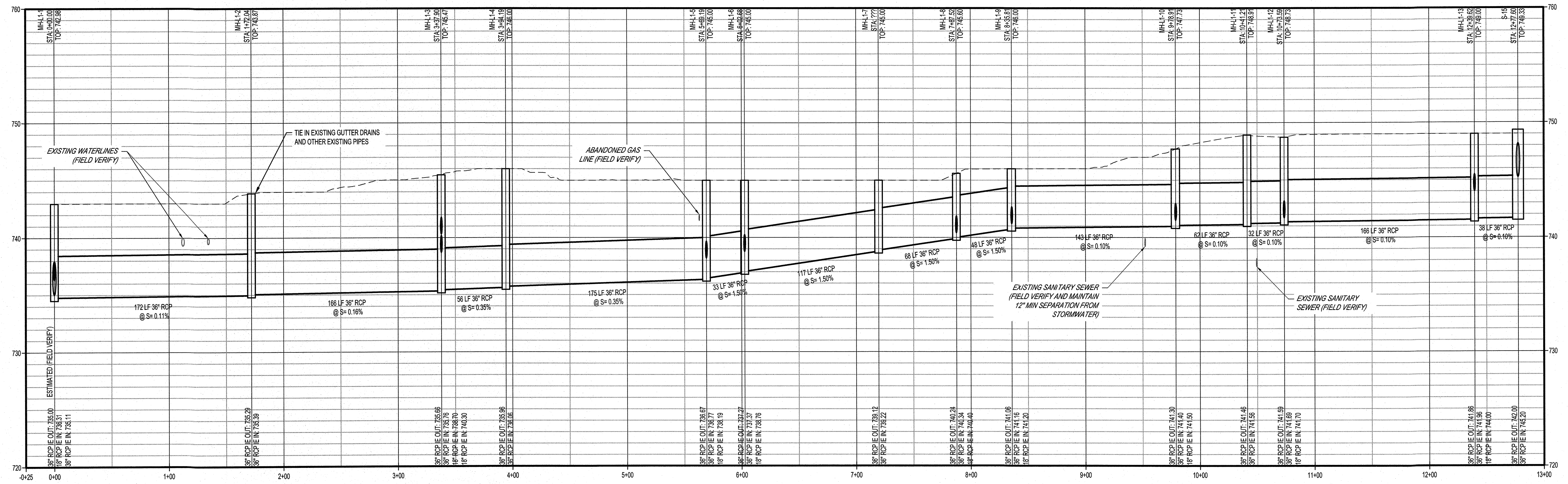
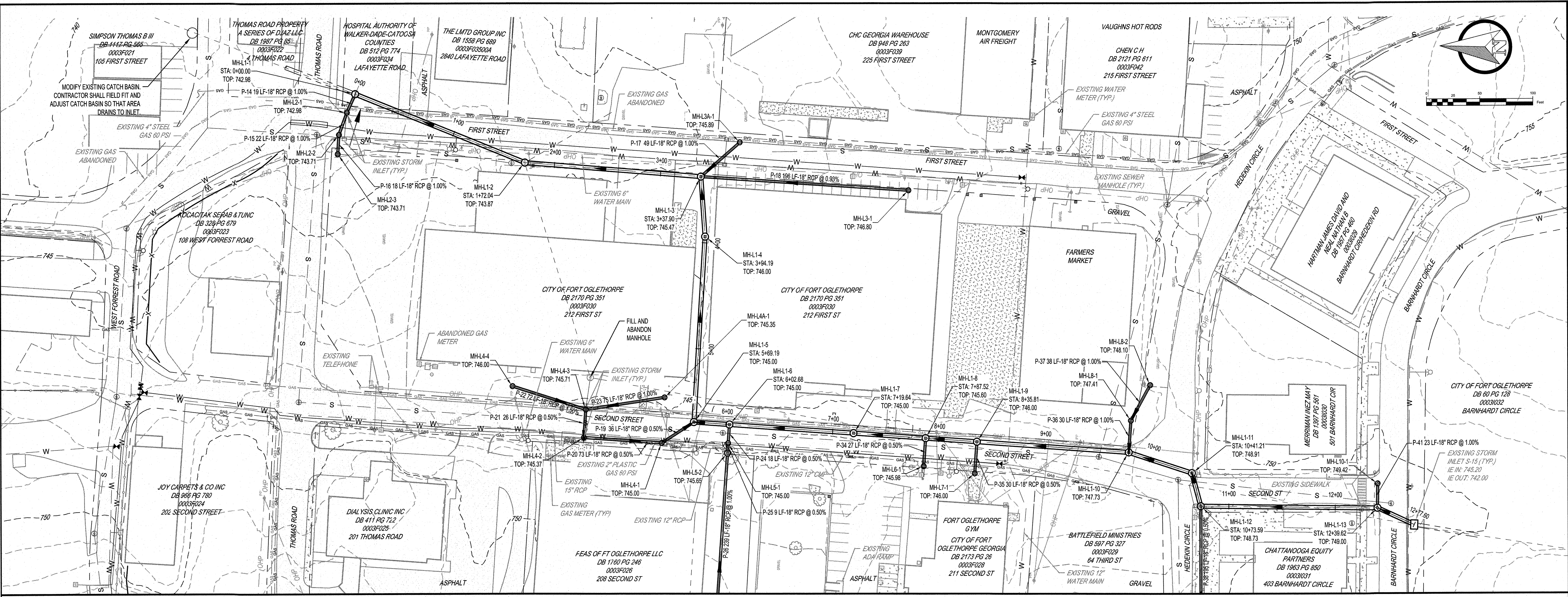
GSWCC 934
 JOB NO.
 G24029-01
 ISSUE DATE
 05/09/25
 DRAWING NO.
 C5

NO.	DATE	BY	DESCRIPTIONS	DESIGN	DRAWN	CHECKED	APPROVED
1	7/25	PRS	GSWCC REVISIONS	ZWR	WEP	ZWR	PRS
2	8/25	ZWR	STRUCTURE TABLE, UPDATING STORM	ZWR	WEP	ZWR	PRS

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CTI PROJECT: G24029-01_DRAWING: G24029 PROPOSED BASE_ESPC NOTES, PHASES, DRAIN, MAP & GSWCC CHECKLIST (845435/828295 8:41AM), LAYOUT: C6

DATE OF PRINT: 02/06/2025 9:40 AM



LINE 1 PROFILE
HORIZONTAL SCALE: 1" = 50'
VERTICAL SCALE: 1" = 5'

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REQUIREMENTS FOR THE PROJECT.

NO.	DESIGN	DATE	BY	APPROVED
1	ZWR	7/25	PRS	PRS
2	WEP	8/25	ZWR	PRS

DESIGN: ZWR
DRAWN: WEP
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APPROVED: PRS

FORT OGLETHORPE, GEORGIA
HISTORIC DISTRICT WATER AND
STORMWATER SYSTEM IMPROVEMENTS
PROPOSED STORMWATER PLAN AND
PROFILE



REGISTERED PROFESSIONAL ENGINEER
NO. 030578
PHILIP R. SCHOFIELD
GSWCC 934
JOB NO.
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C6