

ELECTRONIC SIGNATURE AND DELIVERY CONSENT

By signing this document electronically, you (hereinafter referred to as "Signer") consent to conduct transactions electronically with Georgia Environmental Finance Authority (hereinafter referred to as "GEFA"). This consent applies to all documents, records, disclosures, contracts, and agreements (hereinafter referred to as "Documents") that Signer may be asked to sign or acknowledge in connection with services provided by GEFA.

Scope of Consent:

1. **Electronic Signatures:** Signer acknowledges that his or her electronic signature, as provided during the online sign-up process or any other electronic means, shall have the same legal effect as a handwritten signature.
2. **Electronic Delivery:** Signer agrees to receive documents electronically. These documents may be provided via email, through GEFA's website, or other electronic means.
3. **Withdrawal of Consent:** Signer may withdraw his or her consent to conduct transactions electronically at any time by providing written notice to GEFA.
4. **System Requirements:** To access and retain electronic documents, Signer must have the following hardware and software:
 - A computer or mobile device with internet access
 - A current web browser that includes 128-bit encryption
 - Software capable of viewing and printing PDF files
 - A valid email address

Request for Paper Copies: Signer may request a paper copy of any electronically signed document at no charge by contacting your GEFA contact or Project Manager.

Legal Effect: Signer acknowledges and agrees that his or her electronic signature on any document is legally binding and has the same effect as if signed in ink on paper.

Consent Acknowledgment: By electronically signing below, Signer acknowledges that he or she has read and understood this Electronic Signature and Delivery Consent language and agree to conduct transactions electronically with GEFA. Signer also acknowledges that he or she has the necessary hardware and software to access and retain electronic documents.

Electronic Signature:

- Signer's Full Legal Name: ES Signature Full Name
- Electronic Signature: ES Signature
- Date: ES Date

Contact Information: If you have any questions or concerns regarding electronic signature and consent, please contact Susan Lucki, Director of Administration, at slucki@gefa.ga.gov.

Grant Award Number 66.442
Assistance Listing Number (ALN): #

GEORGIA ENVIRONMENTAL FINANCE AUTHORITY: EMERGING CONTAMINANTS, SMALL AND DISADVANTAGED COMMUNITIES GRANT PROGRAM

(a public corporation duly created and
existing under the laws of
the State of Georgia)
as Lender

and

AUGUSTA-RICHMOND COUNTY

(a public body corporate and politic duly created and existing
under the laws of the State of Georgia)
as Borrower

GRANT AGREEMENT

**BY AND BETWEEN
THE GEORGIA ENVIRONMENTAL FINANCE AUTHORITY**

AUGUSTA-AND COUNTY

THIS AGREEMENT made by and between the Georgia Environmental Finance Authority hereafter referred to as "GEFA", and the

_____,
an eligible local government unit, hereafter referred to as "Recipient".

WHEREAS, the state of Georgia is authorized to assist Georgia's municipalities, counties and authorities with loans and grants for construction of environmental facilities projects; and

WHEREAS, said assistance is consistent with the powers and duties of GEFA as specified in O.C.G.A. Section 50-23-5; and

WHEREAS, certain funds are available for the purposes set forth herein; and

WHEREAS, Recipient warrants that it has the authority to expend monies for the purposes set forth herein.

NOW THEREFORE, for and in consideration of the covenants and agreements contained herein, the parties hereto agree as follows:

1. SCOPE OF PROJECT. GEFA agrees to grant, and Recipient accepts, funds to be used by Recipient for the purposes of the project as specified in **Exhibit A (the "Project")**, which is incorporated by reference and made a part of this Agreement. The Environmental Protection Division of the Department of Natural Resources of the State of Georgia (EPD) has completed or will complete all existing statutory reviews and approvals with respect to the Project, as required by Section 50-23-9 of the Official Code of Georgia Annotated, and has approved or will approve the detailed plans and specifications (the **"Plans and Specifications"**) for the Project prepared or to be prepared by Recipient's engineer (the **"Engineer"**). Any changes to the scope of the Project must receive prior approval from GEFA in writing.

2. REPRESENTATIONS. Recipient is a Local Government and hereby represents that:

(a) The Local Government is a public body corporate and politic duly created and validly existing under the laws of the State of Georgia and has all requisite power and authority to execute and deliver the Agreement and to perform its obligations there under; and

(b) The execution of this Agreement and the project for which the Grant Award will be made have been duly authorized; and

(c) The representations made in this Agreement and all exhibits hereto, including but not limited to the Application, do not contain any untrue statements and do not omit to state a material fact necessary to make the statements contained herein or therein not misleading.

3. PROJECT BUDGET. Subject to the availability of funds for such purpose, GEFA agrees to grant, and Recipient accepts, the sum of \$ 720,000 funds to be used by Recipient for the purposes as specified in **Exhibit B**, which is incorporated by reference and made a part of this Agreement. Any changes to the project budget, including amount of funds expended, must receive prior approval from GEFA in writing.

Compensation. The total compensation under this contract shall not exceed 3,720,000 **DOLLARS** **AND ZERO CENTS (\$** **).** Said amount shall constitute full and complete compensation for the scope of services as described in **Exhibit A**.

Local Contribution: The Recipient will contribute a minimum ZERO **DOLLARS** **AND ZERO CENTS (\$** **), or** 0 percent of eligible required contributions, in services or cash contributions toward the performance of services as described in **Exhibit A** of this agreement.

4. METHOD OF PAYMENT. The Recipient shall submit a monthly invoice (hereinafter "Invoice") on the 10th day of each month for reimbursement of expenses incurred during the previous month, and a written report using the format described in section 3 below. The invoice shall include a financial summary demonstrating the various fund source allocations, with the grant agreement portion 100 percent (100%) and no (0%) local funding. The Recipient shall certify in writing the accuracy of each invoice. Payment shall be made upon determination by GEFA that the scope of services items contained in this agreement, including deliverables and reporting requirements, for the period have been provided and have been approved by GEFA. If approved, GEFA will make payment to Recipient within 30 days of receipt by GEFA of a complete and proper invoice. GEFA will transfer funds to the account designated by Recipient. The payment to be made and the use of the proceeds thereof shall be limited to payment of costs of the Project set forth in the Project budget included as part of **Exhibit B** and contemplated by the Plans and Specifications approved by the EPD.

Each invoice shall, at a minimum, contain:

- (1) A requisition for such payment, stating the amount to be disbursed.
- (2) A certificate executed by the Authorized Recipient Representative attached to the requisition and certifying:

(A) that an obligation in the stated amount has been incurred by the Recipient and that the same is a cost of the Project and is presently due and payable or has been paid by the Recipient and is reimbursable hereunder and stating that the bill or statement of account for such obligation, or a copy thereof, is attached to the certificate;

(B) that the Recipient has no notice of any vendor's, mechanic's, or other liens or rights to liens, chattel mortgages, or conditional sales contracts that should be satisfied or discharged before such payment is made; and

(C) that each item on such requisition has not been paid or reimbursed, as the case may be, and such requisition contains no item representing payment on account of any retained percentages that the Recipient is, at the date of any such certificate, entitled to retain or payment for labor performed by employees of the Recipient.

(i) The completed construction on the Project shall be reviewed (at the time each requisition is submitted) by the Engineer, and the Engineer shall certify to the GEFA as to (A) the cost of completed construction, (B) the percentage of completion, and (C) compliance with the Plans and Specifications.

(3) The accompanying written report with the invoice, must contain:

(A) Type of work being conducted, work status, work progress, difficulties encountered, and preliminary project results.

(B) A comparison of the percentage of the project complete to the project schedule and an explanation of significant discrepancies and any cost overruns.

(C) Description of any key personnel changes

(D) Description of the underserved communities and population impacted, public health benefits.

5. AGREEMENT TO ACQUIRE, CONSTRUCT, AND INSTALL THE PROJECT. Recipient covenants to cause the Project to be acquired, constructed, and installed without material deviation from the Plans and Specifications and warrants that the acquisition, construction, and installation of the Project without material deviation from the Plans and Specifications will result in facilities suitable for use by Recipient and that all real and personal property provided for therein is necessary or appropriate in connection with the Project. Recipient may make changes in or additions to the Plans and Specifications; provided, however, changes in or additions to the Plans and Specifications that are material shall be subject to the prior written approval of the Engineer and GEFA. Said written approval of the Engineer and GEFA may not be waived and is a **material** term of this agreement. Recipient agrees to complete the acquisition, construction, and installation of the Project as promptly as practicable and with all reasonable dispatch after the date of this Agreement. Without limiting the foregoing sentence, Recipient shall commence and

complete each activity or event by the deadline stated in the Project Schedule specified in **Exhibit C**.

6. ESTABLISHMENT OF COMPLETION DATE. The date of completion of the acquisition, construction, and installation of the Project (the "**Completion Date**") shall be evidenced to GEFA by a certificate of completion signed by the Authorized Recipient Representative and approved by the Engineer, stating that construction of the Project has been completed without material deviation from the Plans and Specifications and all labor, services, materials, and supplies used in such construction have been paid or provided for. Notwithstanding the foregoing, such certificate may state that it is given without prejudice to any rights against third parties that exist at the date of such certificate or that may subsequently come into being. It shall be the duty of Recipient to cause the certificate contemplated by this paragraph to be furnished as soon as the construction of the Project shall have been completed. The Advance to be made and the use of the proceeds thereof shall not violate any applicable law, regulation, injunction, or order of any government or court.

7. COMMITMENT EXPIRATION DATE. Recipient agrees that the grant funds specified herein will expire March 1, 2026. All costs not submitted for reimbursement will automatically revert to GEFA.

8. HOLD HARMLESS OBLIGATIONS. To the extent allowable by law, Recipient hereby agrees to the following hold harmless provisions:

(a) Recipient shall hold GEFA, its agents, and employees, harmless from and shall defend it against any and all claims resulting from or arising out of the grant, including, without limitation, damage claims for injury to persons or property.

(b) Recipient has submitted an application for the funds herein and expressly acknowledges that GEFA, its agents and employees, in passing through such funds, has neither assumed nor undertaken any legal duties to Recipient or others. Recipient agrees to make no claims or demands against GEFA, its agents, or employees, for any damages that may result from or arise out of the disbursement of the funds hereunder, even if such claims or demands are made against Recipient.

9. CONFLICTS OF INTEREST. Recipient hereby attests that all of the officials of Recipient have certified that they have not violated any applicable conflict of interest law under either state law (O.C.G.A. Sections 45-10-20 through 45-10-28 and 36-67A-1 through 36-67A-4) or under any local ordinance, charter, rule or regulation and that they shall comply with the same throughout the terms of this Agreement.

10. LAWS AND ORDINANCES. Recipient will comply with all applicable federal and state laws, and local ordinances, including those that govern the procurement of goods and services.

11. REPORTING, MONITORING AND AUDITS. Upon request, Recipient agrees to provide GEFA or State Auditor with any information GEFA deems necessary to monitor

the performance of this agreement, and further agrees that these funds shall be included in the next regularly scheduled audit or financial statement and all subsequent ones until such audits or statements account for all grant funds. Recipient agrees to submit reports for this project to GEFA quarterly, or at a greater frequency determined by GEFA. Recipient understands that any unresolved findings, whether based on a report, an audit report, financial statement, or the final report, shall preclude Recipient from applying for and receiving any further grants from GEFA.

12. OPEN RECORDS AND OPEN MEETINGS. All documents collected or produced by Recipient for use by a private person, firm, or corporation pursuant to a contract or other agreement or understanding with any governmental entity are public records and are subject to disclosure by Recipient under the Georgia Open Records Act, O.C.G.A. Section 50-18-70 *et seq* (hereinafter "Act"). Non-compliance with the Act may constitute a criminal act. Recipient shall notify GEFA no later than 24 hours after receipt of a request under the Act. Failure to comply with the Act is a material breach of this Agreement that may result in termination for cause. Recipient also certifies that in approving this Agreement, it has complied with the requirements of O.C.G.A. Section 50-14-1 regarding Open Meetings.

13. COMPLIANCE WITH EXECUTIVE ORDERS CONCERNING ETHICS. Recipient represents that it is familiar with and complies where applicable to the Governor's Executive Orders concerning ethics matters, including the Executive Order dated April 1, 2021, and all previous ethics Executive Orders. In this regard, Recipient certifies that any lobbyist employed or retained by Recipient, or his firm has both registered and made the required disclosures required by the Executive Orders.

14. COMPLIANCE WITH THE GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT. Recipient certifies that it will comply with O.C.G.A. Section 13-10-91 relating to the verification of the status of newly hired employees as specified in **Exhibit F**, attached hereto and incorporated herein by reference.

15. RECORD RETENTION AND ACCESS. Recipient shall retain all books, records, documents, and other material relevant to this Agreement for six years from the end of the grant term following the year in which the actual grant funds were directed. Authority or the State Auditor, through any authorized representative shall have access to and the right to examine all records, books, papers, or documents related to the Agreement.

16. ALL EXHIBITS CONTAINED HEREIN. All exhibits and attachments to this Agreement and the introductory whereas clauses are incorporated herein.

17. ENFORCEABILITY OF PROVISIONS. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

18. AGREEMENT ALTERATIONS AND AMENDMENTS. Any amendments, to this agreement shall not be binding unless and until said changes are in writing and signed by authorized signors of the respective parties to this agreement.

19. CONSTRUCTION OF AGREEMENT. The parties acknowledge and agree that both parties substantially participated in negotiating the provisions of the Agreement; and, therefore, the parties agree that this Agreement shall not be construed more favorably toward one party than the other party as a result of one party primarily drafting the Agreement. The Section and other headings in this Agreement are for convenience of reference only and shall not be construed, expressly or by implication, so as to affect the meaning or interpretation of any of the provisions hereof. This Section and other headings in this Agreement are for convenience of reference only and shall not affect, expressly or by implication, the meaning or interpretation of any of the provisions hereof.

20. COUNTERPARTS. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

21. ALL WRITING CONTAINED HEREIN. This Agreement contains all terms and conditions agreed upon by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

22. Reports. Recipient shall prepare and submit reports to GEFA.

(1) **Progress Reports** quarterly progress reports indicating the work accomplished, outcomes and deliverables under the agreement to date, any problems encountered, and ameliorative actions taken, and a forecast of work for the next report period.

(2) **Final Report.** Within one (1) month after the construction completion, the recipient shall prepare and submit to GEFA for approval, a final report of all work accomplished under this Agreement including recommendations and conclusions based on the experience and results obtained.

Signed _____
IN WITNESS WHEREOF, the parties have executed this Agreement as of this
_____ day of _____ 20____.

AUGUSTA-RICHMOND COUNTY

Borrower Signature

Signature: _____

Borrower By Name

Print Name: _____

Borrower Title

Title: _____

Borrower Seal

(SEAL)

Borrower Attest

Attest Signature: _____

Borrower Attest Print Name

Print Name: _____

GEORGIA ENVIRONMENTAL
FINANCE AUTHORITY

GEFA Signature

Signature: _____

Hunter Hill
Executive Director

GEFA Seal

(SEAL)

GEFA Attest

Attest Signature: _____

Print Name: GEFA Attest Signee Name

EXHIBIT A

DESCRIPTION OF THE PROJECT

SCOPE OF WORK

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

The appropriation of funds under this agreement would allow the AUGUSTA-RICHMOND COUNTY to address any or all elements of infrastructure, including labor and material costs, that either help comprise or support includes a pilot study to treat per-and polyfluoroalkyl substances (PFAS), the installation of PFAS remediation technology and upgrades to the drinking water treatment plant and related appearance. Furthermore, the scope includes any or all professional consulting service associated with this project including but not limited to legal, environmental, and engineering.

EXHIBIT B

DESCRIPTION OF THE PROJECT

PROJECT BUDGET

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

ITEM	ECSDC2023007	Column 2 Name	Column 3 Name	TOTAL
Project Scope	\$ 3,720,000	\$SDC Project S...	\$Local Cont. ...	\$ 3,720,000

*In no event shall the Lender be liable for any amount exceeding the grant amount contained in Section 2 of this Agreement.

EXHIBIT C

DESCRIPTION OF THE PROJECT

PROJECT SCHEDULE

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

ACTION	DATE
Plans & Specs Submitted to EPD	OCTOBER 2025
Bid Opening	N/A
Notice to Proceed	N/A
Completion of Construction	MARCH 2026

BIDDING AND PRECONSTRUCTION REQUIREMENTS

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

- I. Competitive procurement by public bidding is required for construction, construction services, materials, and equipment.
- II. Recipient must advertise for bids by conspicuously posting the notice in its office and by advertising in the local newspaper that is the legal organ or on its Internet website or on an Internet site designated for its legal advertisements. The bid or proposal opportunity must be advertised in the Georgia Procurement Registry, provided that such posting is at no cost to the governmental entity.
- III. Advertisements must appear at least twice. The first advertisement must appear at least four weeks prior to the bid opening date. The second advertisement must follow at least two weeks after the first advertisement. Website advertisements must remain posted for at least four weeks. Plans and specifications must be available for inspection by the public on the first day of the advertisement. The advertisement must include details to inform the public of the extent and character of work to be performed, any pre-qualification requirements, any pre-bid conferences, and any federal requirements.
- IV. Recipient must require at least a 5 percent bid bond or certified check or cash deposit equal to 5 percent of the contract amount.
- V. Sealed bids, with a public bid opening, are required.
- VI. Recipient must award the contract to the low, responsive, and responsible bidder or bidders, with reservation of right to reject all bids.
- VII. Recipient may modify bidding documents only by written addenda with notification to all potential bidders not less than 72 hours prior to the bid opening, excluding Saturdays, Sundays, and legal holidays.
- VIII. Recipient must require 100 percent payment and performance bonds.
- IX. Change orders may not be issued to evade the purposes of required bidding procedures. Change orders may be issued for changes or additions consistent with the scope of the original construction contract documents.

X. Prior to disbursement of construction-related funds, Recipient shall provide GEFA with copies of the following:

- A. Proof of advertising;
- B. Certified detailed bid tabulation;
- C. Engineer's award recommendation;
- D. Governing body's award resolution;
- E. Executed contract documents, including plans and specifications;
- F. Construction and payment schedules;
- G. Notice to proceed;
- H. Contractor's written oath in accordance with O.C.G.A. Section 36-91-21 (e). (This is an oath required by law to be provided to Recipient by the contractor. In short, this oath must state that the contractor has not acted alone or otherwise to prevent or attempt to prevent competition in bidding by any means and must be signed by appropriate parties as defined by law.); and
- I. Summary of plans for on-site quality control to be provided by Recipient or the Engineer - name and brief qualifications of construction inspector(s) and approximate hours per week of inspection to be provided.

XI. If other funding sources are involved that have stricter bidding requirements or if applicable laws or ordinances require stricter requirements, these stricter requirements shall govern.

XII. If Recipient wishes to fund work that may not fully meet the bidding requirements of this Agreement, then, prior to bidding this work, it shall submit a written request to GEFA that specific requirements be waived. Based on specific circumstances of the request, GEFA may require submission of additional information necessary to document that State laws and local ordinances are not violated and that the intent of the bid procedures set forth in this Exhibit C (public, open, and competitive procurement) is satisfied through alternate means.

XIII. Recipient is required to notify GEFA at least two weeks prior to pre-construction conferences for work funded under this Agreement and to schedule these conferences so that a representative from GEFA may participate.

FEDERAL REQUIREMENTS

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

1. Recipient covenants that the Project will comply with the federal requirements applicable to activities supported with federal funds. Recipient further covenants that the Project will be constructed in compliance with state of Georgia objectives for participation by women's and minority business enterprises in projects financed with federal funds under the federal Safe Drinking Water Act. Recipient will comply with all federal and state of Georgia laws, rules, and regulations relating to maintenance of a drug-free workplace at the Project.
2. Recipient covenants to comply with the requirements of the Federal Single Audit Act, to the extent it applies to the expenditure of federal funds, including the Loan or any portion thereof. Recipient agrees to submit to GEFA copies of any audit prepared and filed pursuant to the requirements of this Section.
3. It is the policy of GEFA to promote a fair share award of sub-agreements to small and minority and women's businesses on contracts performed under GEFA. If the successful bidder plans to subcontract a portion of the Project, the bidder must submit to GEFA, with copy to Recipient within 10 days after bid opening, evidence of the positive steps taken to utilize small, minority, and women's businesses. Such positive efforts shall include:
 - a) including qualified small and minority and women's businesses on solicitation lists;
 - b) assuring that small and minority and women's businesses are solicited whenever they are potential sources;
 - c) dividing total requirements, when economically feasible, into small tasks or quantities to permit maximum participation of small and minority and women's businesses;
 - d) establishing delivery schedules, where the requirements of the work permit, to encourage participation by small and minority and women's businesses;
 - e) using the services and assistance of the U.S. Small Business Administration and the Office of Minority Business Enterprise of the U.S. Department of Commerce;
 - f) requiring each party to a subagreement to take the affirmative steps outlined in paragraphs (a) through (e) of this section.

4. Recipient shall fully comply with Subpart C of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)." Recipient is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and 2 CFR Part 1532, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier transactions. Recipient acknowledges that failure to disclose the information as required at 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Recipient may access the Excluded Parties List System at www.epls.gov. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

5. Recipient shall insert in full in any contract in excess of \$2,000 which is entered into for actual construction, alteration and/or repair, including painting and decorating, financed in whole or in part from Federal funds and which is subject to the requirements of the Davis-Bacon Act, the document entitled "Supplemental General Conditions for Federally Assisted State Revolving Loan Fund Construction Contracts."
6. Recipient certifies to the best of its knowledge and belief that: No Federal appropriated funds have been paid in full or will be paid, by or on behalf of the Recipient, to any person influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: The awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency or a Member of Congress in connection with this loan agreement, then Recipient shall fully disclose same to GEFA, and shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.

7. Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Recipient will comply with all sections of Executive Order 11246 – Equal Employment Opportunity.

8. Recipient will not discriminate against any employee or applicant for employment because of a disability. Recipient will comply with section 504 of the Rehabilitation Act of 1973.
9. Reserved.
10. Recipient will comply with all federal requirements outlined in the Water Resources Reform and Development Act of 2014 and related Drinking Water State Revolving Fund Policy Guidelines, which the Recipient understands includes, among other requirements, that all of the iron and steel products used in the Project (as described in Exhibit A) are to be produced in the United States ("American Iron and Steel Requirement" – section 608 and/or "Build America Buy America Requirement") unless (i) the Recipient has requested from GEFA and obtained a waiver from the Environmental Protection Agency pertaining to the Project or (ii) GEFA has otherwise advised Recipient in writing that the American Iron and Steel Requirement or the Build America Buy America Requirement is not applicable to the Project.
11. Reserved.
12. Recipient will comply with all record keeping and reporting requirements under the Safe Drinking Water Act, including any reports required by the Environmental Protection Agency or GEFA such as performance indicators of program deliverables, information on costs and project progress. Recipient understands that (i) each contract and subcontract related to the Project is subject to audit by appropriate federal and state entities and (ii) failure to comply with the Safe Drinking Water Act and this Agreement may be a default hereunder that results in a repayment of the Loan in advance and/or other remedial actions.
13. Recipient shall insert in full in any contract which is entered into for construction, alteration, maintenance, or repair of a public water system or treatment works, financed in whole or in part from Federal funds, the document entitled "Build America Buy America Special Conditions and Information for Federally Assisted State Revolving Loan Fund Construction Contracts."
14. Recipient will comply with the requirements and obligations of Title VI of the Civil Rights Act in accordance with 40 CFR Part 5 and 7. Among the requirements, Recipients must have a nondiscrimination notice, operate programs or activities that are accessible to individuals with disabilities, designate a civil rights coordinator, have a language access services policy, and maintain demographic data on the race, color, national origin, sex, age, or handicap of the population it serves.
15. As required by 40 CFR Part 33.501(b), the Environmental Protection Agency (EPA) Disadvantaged Business Enterprise Rule requires State Revolving Loan recipients to create and maintain a bidders list. The purpose of a bidders list is to provide the Recipient

who conducts competitive bidding with a more accurate database of the universe of Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) and non-MBE/WBE prime and subcontractors. The list must include all firms that bid on EPA-assisted projects, including both MBE/WBEs and non-MBE/WBEs. The bidders list must be kept active until the project period for the loan has ended.

The bidders list must contain the following information from all prime contractors and subcontractors:

- 1) Bidder's name with point of contact;
- 2) Bidder's mailing address, telephone number, and email address;
- 3) The procurement item on which the bidder bid or quoted, and when:
and
- 4) Bidder's status as an MBE/WBE or non-MBE/WBE.

Recipients receiving a combined total of \$250,000 or less in federal funding in any one fiscal year, are exempt from the requirements to maintain a bidders list.

16. Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights (APR 2014):
 - 1) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
 - 2) Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
 - 3) Recipient shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

RECIPIENT AFFADAVIT

AUGUSTA-RICHMOND COUNTY

Recipient:

ECSDC2023007

Grant Number:

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

 Federal Work Authorization User Identification Number (E-Verify Number)

 Date of Authorization

 Name of Recipient

 Name of Project

 Name of Public Employer

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

Executed on _____, ____, 201____, in _____ (city), _____ (state).

 Signature of Authorized Officer or Agent

 Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME

ON THIS THE _____ DAY OF _____, 20____.

 NOTARY PUBLIC

My Commission Expires: _____



EXHIBIT G

Local Funds Match Certification (This form must be submitted with final contract billing.)

I, _____ certify the following local funds and/or in-kind resources were provided:
PRINT NAME (AUTHORIZED REPRESENTATIVE)

_____ in the amount of \$ _____
TYPE AND SOURCE OF PUBLIC FUNDS (LOCAL GOVERNMENT)

_____ in the amount of \$ _____
TYPE AND SOURCE OF PRIVATE FUNDS (NON-LOCAL GOVERNMENT)

_____ in the amount of \$ _____
TYPE AND SOURCE OF IN-KIND RESOURCES

_____ in the amount of \$ _____
TYPE AND SOURCE OF FEDERAL FUNDS

and were used to match federal funds paid during the time period of _____ through _____ for

CONTRACT TITLE AND GEFA AGREEMENT NUMBER

NAME OF ENTITY	
AUTHORIZED REPRESENTATIVE'S SIGNATURE	DATE
TITLE OR POSITION	TELEPHONE NUMBER

Instructions

Name: Enter the name of the entity's representative authorized to complete certification form.

Type and source of funds: Enter the type and source of funds used on the applicable line.

In-kind sources need specific identification showing who donated the item(s) (e.g., volunteers, building use, etc.).

Dollar amount: Enter the amount of matching funds paid/provided during the time period. Dollars reported must agree with amount on the final billing.

Time frame: Enter the period of time the services were provided.

Contract title / GEFA agreement number: Enter the title of the contract and the GEFA agreement number for which match funds were provided.

Name of entity: Enter the name of the entity that is providing the required match.

Authorized representative's signature: The signature of the entity authorized representative.

Date: Enter the date the form was completed.

Title or position: Enter the Title or position of entity authorized representative

Telephone number: Enter the Area code and telephone number of authorized representative.